



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – March 20, 2023 (Pages 3-5)
- E. Building Permits (Pages 6-9)

Consent Agenda - Approve the Following:

- a. Bills (Pages 10-40)
- b. Kost 4th Addition
 - Approval of Final Plat (Pages 41-46)
- c. Gaming Site Authorization for West Fargo Baseball, Inc. Games to be conducted Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Device, Prize Board, Sports Pool and Twenty-One at Barcode at 835 23rd Ave E (Page 47)
- d. Gaming Site Authorization for EPIC Charities, Inc. Games to be conducted: Electronic Pull Tab Device from July 1, 2023 through June 30, 2024 at Spicy Pie West Fargo at 745 31st Avenue East, Suite 110 (Pages 48-49)

Regular Agenda

- 1. Request for approval of intended actions by the Library Board and Staff in the event of HB 1205 and SB 2360 becoming law -- Betty Adams, Library Director (Pages 50-67)
- 2. Neighborhood Revitalization Program -- Aaron Nelson, Planning and Zoning Director
 - Approval of program renewal with Gate City Bank (Pages 68-69)
- 3. Saucke Subdivision -- Lisa Sankey, Planner
 - Approval of Final Plat & Conditional Use Permit (Page 70-87)
- 4. Sukut's 6th Addition -- Lisa Sankey, Planner
 - Approval of deed and Final Plat (Page 88-97)
- 5. Downtown Master Plan -- Aaron Nelson, Planning Director
 - Approval of project contract (Pages 98-120)
- 6. Request to Create Community Service Officer Tuition Reimbursement Program -- Denis Otterness, Chief of Police
 - Commission approval of Expenditure (Pages 121-127)
- 7. Request to Approve Youthworks M.O.U. -- Denis Otterness, Chief of Police
 - Commission Approval of 2023 Youthworks M.O.U. (Pages 128-138)
- 8. Spring Melt Preparations:
 - Emergency Declaration -- Pierre Freeman, Emergency Manager (Page 139)
 - Operational Report -- Matt Andvik, Public Works Director

9. Request to approve the tree planting contract for Sheyenne Street -- Matt Andvik, Public Works Director (Pages 140-156)
10. Improvement District No. 2270 (Traffic Signal at 9th St W and 32nd Ave W)
-- Dan Hanson, City Engineer
 - Accept Bids and Award Contract (Pages 157-165)
11. Multi-Use Path from Eaglewood Park to The Lights -- Dan Hanson, City Engineer
 - Create Project No. 6058, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications (Pages 166-172)
12. Proposed Ordinance No. 1223 relating to setting the fees for garbage collection by resolution -- John Shockley, City Attorney (Pages 173-174)
13. Request to approve the 2023 Aerial Mosquito Control Contract & Documentation -- Dustin Scott, Assistant City Administrator (Pages 175-182)
14. City of West Fargo Finance Department Support Agreement -- Dustin Scott, Assistant City Administrator (Pages 183-189)
15. Review memo regarding City Administrator hiring options and approve recommendation -- John Shockley, City Attorney
16. City Administrator's Report -- Dustin Scott, Assistant City Administrator
17. Correspondence
18. Non-Agenda Items
19. Adjourn



West Fargo City Commission Meeting Monday, March 20, 2023 Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, March 20, 2023, at 5:30 p.m. Those present were Commissioners Bernie Dardis, Brad Olson, Roben Anderson, Mandy George, and Mark Simmons, who was present via Zoom. President of the Board Bernie Dardis called the meeting to order at 5:30 p.m.

Denis Otterness, Chief of Police, appeared before the Commission to have the Honor Guard post Colors. The Pledge of Allegiance was recited. Chief Otterness administered the Officer Oath and swore in Officers: Brandon Oldham, Conner Heyerman, Skyler Angeles and Tyler Crous. The four Officers were pinned and came forward to introduce themselves to the Commission. No action was taken.

Commissioner Olson moved and Commissioner Anderson seconded to approve the order of the agenda as distributed with the amendment to move the swearing in of Officers to the beginning of the agenda. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner George moved and Commissioner Olson seconded to approve the minutes from March 6, 2023 as presented. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Anderson moved and Commissioner Olson seconded to approve the building permits as distributed. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the consent agenda as presented with the clarification that item e should read "Top Shelf Tavern".

- a. Bills (Pages 9-52)
- b. Two Rivers Veterinary Hospital Encroachment Agreement
 - Terminate existing Access Agreement, Approve Permanent Access Agreement, and Approve the Encroachment Agreement (Pages 53-69)
- c. Project No. 1343 – Sanitary Lift Station System Rehabilitation (SA 2,3,12,13 and 25) AND Project No. 4068 – Storm Sewer Lift Station (SM 54) and Forcemain Rehabilitation
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond (Pages 70-73)
- d. Project No. 9020 (NDDOT Main Avenue Slide Repair)
 - Concurrence with Alternative B Design (Pages 74-83)
- e. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Raffles, Pull Tab Dispensing Device, and Electronic Pull Tab Device at Top Shel Tavern at 2920 Sheyenne Street Suite 120:
 - March 20, 2023 through June 30, 2023 (Pages 84-85)
 - July 1, 2023 through June 30, 2024 (Pages 86-87)

- f. Games of Chance for West Fargo Packers Clay Target Team. Games to be conducted: Raffle on April 15, 2023 at Traditions at 3330 Sheyenne St Suite 116 (Pages 88-90)
- g. Games of Chance for Friends of Denine Paler. Games to be conducted: Raffle on April 2, 2023 at West Fargo VFW at 444 Sheyenne Street Suite 101 (Page 91)
- h. Games of Chance for West Fargo Lions Club. Games to be conducted: Raffle from April 8, 2023 to October 8, 2023 at Silver Dollar Bar at 221 Sheyenne Street (Page 92)

Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Aaron Nelson, Planning Director appeared before the Commission for the Second Reading & Final Approval of Title IV zoning ordinance amendment regarding daycare land-uses. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Second Reading & Final Approval of Title IV zoning ordinance amendment regarding daycare land-uses. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Aaron Nelson, Planning Director appeared before the Commission for a presentation of the Planning Needs Assessment Plan. No action was taken.

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 9036 (I-94 and 26th St W); authorize staff and legal to enter into negotiations for a land acquisition for a future I-94 interchange. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve Project No. 9036 (I-94 and 26th St W); authorize staff and legal to enter into negotiations for a land acquisition for a future I-94 interchange. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 2272 (Concrete Pavement Repair); accept Bids and Award Contract. Following discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve Project No. 2272 (Concrete Pavement Repair); accept Bids and Award Contract. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Mark Simmons, Commissioner brought forth the review and approval of Department Head Hiring Committee Policy. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the Department Head Hiring Committee Policy. Commissioners George, Anderson, Simmons, and Dardis voted aye. Commissioner Olson voted nay, the motion was declared carried.



West Fargo City Commission Meeting
Monday, March 20, 2023
Commission Chambers 5:30 PM

Bernie Dardis, Commission President, read the letter of resignation from Tina Fisk, City Administrator. Following discussion, Commissioner Simmons moved and Commissioner George seconded to accept the City Administrator's resignation. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried. Commissioner Simmons moved and Commissioner George seconded to Declare the Office of the City Administrator vacant; and direct the City Attorney to prepare memo on next steps. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

In regards to the Administrator's Report, Dustin Scott, Assistant City Administrator appeared before the Commission: nothing to report.

There was no correspondence.

In regards to no non-agenda items, Commissioner Olson brought forth the consideration to end the ability to have Zoom meetings. Following discussion, Commissioner Simmons moved and Commissioner George seconded to deny the request to end the ability to have Zoom meetings. Commissioners George, Anderson, Simmons, and Dardis voted aye. Commissioner Olson voted nay, the motion was declared carried.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 6:51 p.m.

Bernie Dardis, Commission President

Dustin Scott, Assistant City Administrator

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 03/18/23 to 03/31/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
109552	106703S	4781 40TH AVE CONDO ASSOCIATION	348.11								
		40TH AVE CONDO ASSOCIATION									
		3925 4 ST E - \$143.11									
		3981 4 ST E - \$205.00									
	1	Refund for overpayment	205.00			6020		214100			101000
	2	Refund for overpayment	143.11			6020		214100			101000
		Total for Vendor:	348.11								
109641		4550 ABC LOCK & KEY INC	278.00								
	1	E2201 03/22/23 LOCK INSTALL/REPAIR	278.00			1000		455000	420		101000
		Total for Vendor:	278.00								
109647		289 ACME TOOLS	878.99								
	1	11108310 03/28/23 Tool Replacement-	878.99			2060		415200	641		101000
		Total for Vendor:	878.99								
109659		3869 ALISHA REIS	21.84								
	1	03/03/23 MILEAGE	7.84			7000		411600	340		101000
	2	03/29/23 MILEAGE	14.00			7000		411600	340		101000
		Total for Vendor:	21.84								
109752		4791 ALL STATES FLOORING, INC.	62,473.50								
	1	02/20/23 Fire Headquarters pymt 1	62,473.50			4795		480000	670		101000
		Total for Vendor:	62,473.50								
109560		2950 ALPHA TRAINING & TACTICS LLC &	2,265.20								
	1	20230062 02/22/23 rifle plates	2,265.20			1000		421000	641		101000
		Total for Vendor:	2,265.20								
109610		2844 AMERICAN MAIL HOUSE INC	1,964.23								
	1	112683 03/24/23 Tax Increase Notices	1,482.65			1000		414101	661		101000
	2	112683 03/24/23 Tax Increase Notices	481.58			1000		414101	668		101000
		Total for Vendor:	1,964.23								

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109718		317 AMERICAN WELDING & GAS, INC.	67.12						
1	09184123	03/17/23 02	67.12			1000 455000	433		101000
		Total for Vendor:	67.12						
109555		4031 ANNIE FELTMAN	245.00						
1	03/22/23	meal reimb	245.00			1000 421000	340		101000
		Total for Vendor:	245.00						
109612		4653 AQUATIC INFORMATICS INC	4,305.00						
1	103900	03/27/23 LINKOEXCHANGE IMPLEMENT & TRAI	4,305.00			1000 450000	497		101000
		Total for Vendor:	4,305.00						
109645		3511 ASPEN MILLS	295.33						
1	311227	03/27/23 H Kalina Class A's	295.33			2060 415200	422		101000
		Total for Vendor:	295.33						
109597		2931 AUTO VALUE PARTS STORES	191.09						
1	99192978	03/21/23 OIL FILTERS	3.26			6025 450000	427		101000
2	99192977	03/21/23 OIL FLEET	11.08			1000 430000	427		101000
3	99192281	03/16/23 RUBBER TIP BLO GUN	65.97			1000 455000	432		101000
4	99192617	03/17/23 PLUGS	107.88			1000 455000	433		101000
5	99191813	03/14/23 FUEL FARM	2.90			1000 430000	427		101000
109692		2931 AUTO VALUE PARTS STORES	218.74						
1	99193920	03/25/23 SEARCH LIGHT	109.74			1000 455000	432		101000
2	99193903	03/25/23 TOOL/ACCESS KIT	109.00			1000 455000	432		101000
109695		2931 AUTO VALUE PARTS STORES	166.26						
1	99194230	03/28/23 FILTERS	33.92			1000 430000	427		101000
2	99194229	03/28/23 OIL FLEET	84.51			6010 450200	427		101000
3	99194228	03/28/23 OIL FLEET	27.86			6020 450000	427		101000
4	99194232	03/28/23 OIL FILTER	10.19			1000 430000	427		101000
5	99194227	03/28/23 OIL FILTER	3.26			1000 430002	427		101000
6	99194233	03/28/23 OIL FILTER	6.52			1000 421000	427		101000
		Total for Vendor:	576.09						

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109540	106706S	3032 AXON ENTERPRISE INC	990.00						
1	143125	03/08/23 taser instructor fee for 2	990.00			1000 421000	340		101000
		Total for Vendor:	990.00						
109670		1695 BAKER & TAYLOR	4,343.10						
1	2037354503	03/07/23 BOOKS	482.99			7000 411600	662		101000
2	2037358268	03/08/23 BOOKS	10.35			7000 411600	662		101000
3	2037361445	03/10/23 BOOKS	519.16			7000 411600	662		101000
4	2037370586	03/14/23 BOOKS	2,664.35			7000 411600	662		101000
5	2037379957	03/16/23 BOOKS	631.85			7000 411600	662		101000
6	2037382314	03/17/23 BOOKS	34.40			7000 411600	662		101000
		Total for Vendor:	4,343.10						
109631		3372 BARRY KIEMIELE	154.50						
1	03/27/23	CLD REGISTRATION REIMB	154.50			1000 450000	387		101000
		Total for Vendor:	154.50						
109646		3149 BEE SEEN GEAR	180.00						
1	59123	03/27/23 Uniform Embroidering	180.00			2060 415200	422		101000
		Total for Vendor:	180.00						
109746		4466 BEN'S STRUCTURAL FABRICATION INC	4,461.30						
1	02/28/23	Fire Headquarters pymt 7	4,461.30			4795 480000	670		101000
		Total for Vendor:	4,461.30						
109637		36 BERT'S TRUCK EQUIPMENT	1,666.06						
1	97186	03/22/23 261 MOUNT	715.20			6020 450000	427		101000
2	97190	03/22/23 7043 VIBRATOR	850.00			4387 480000	427		101000
3	97178	03/21/23 261 HOUSING	100.86			6020 450000	427		101000
109648		36 BERT'S TRUCK EQUIPMENT	137.50						
1	102339	03/23/23 Training Tk plow-wiring repair	137.50			2060 415200	427		101000
		Total for Vendor:	1,803.56						

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109733		26 BORDER STATES INDUSTRIES INC	3,018.74								
1	925968324	03/17/23 ALB AC DRV 240	3,018.74			6025		450000	826		101000
		Total for Vendor:	3,018.74								
109704		3512 BOUND TREE MEDICAL, LLC	369.98								
1	84902294	03/24/23 Medical Supplies	369.98			2060		415200	500		101000
		Total for Vendor:	369.98								
109626		2866 BRADY HANSON	313.89								
1	03/27/23	TRAVEL REIMBURSEMENT	313.89			6020		450000	340		101000
		Total for Vendor:	313.89								
109632		4750 BRIAN KROG	150.00								
1	03/27/23	BOOT REIMBURSEMENT	150.00			6025		450000	422		101000
		Total for Vendor:	150.00								
109630		2712 BRIAN MATZKE	273.00								
1	03/27/23	TRAVEL REIMBURSEMENT	273.00			1000		450000	340		101000
		Total for Vendor:	273.00								
109606		3892 BURGGRAF'S ACE FARGO WEST #17458	19.15								
1	2194	03/27/23 CONNECTORS	19.15			6020		450000	432		101000
109649		3892 BURGGRAF'S ACE FARGO WEST #17458	21.91								
1	2112	02/27/23 9009 Magnets, epoxy weld	13.58			2060		415200	420		101000
2	2168	03/17/23 9009 fastners	3.74			2060		415200	420		101000
3	2179	03/21/23 9009 R-75 Velcro	4.59			2060		415200	427		101000
109743		3892 BURGGRAF'S ACE FARGO WEST #17458	299.99								
1	2210	03/31/23 STIHL BLOWER	299.99			1000		430000	432		101000
		Total for Vendor:	341.05								
109543	106709S	351 BUSINESS ESSENTIALS	584.83								
1	wo12326921	03/07/23 office supplies	544.73			1000		421000	410		101000
2	wo12329631	03/08/23 office supplies	40.10			1000		421000	410		101000

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109633		351 BUSINESS ESSENTIALS	138.93						
1	W01234350	03/16/23 COPY PAPER	138.93			1000 450000	410		101000
109666		351 BUSINESS ESSENTIALS	240.25						
1	W012338751	03/14/23 OFFICE SUPPLIES	213.01			7000 411600	410		101000
2	W012358801	03/27/23 OFFICE SUPPLIES	27.24			7000 411600	410		101000
		Total for Vendor:	964.01						
109598		39 BUTLER MACHINERY	256.03						
1	PS0611337	03/18/23 7700 GASKETS	111.30			4387 480000	427		101000
2	PS0611178	03/16/23 RENTAL GRADER - MIRROR	168.94			1000 430000	427		101000
3	CS0058797	03/23/23 7700 GASKET RETURN	-24.21			4387 480000	427		101000
109677		39 BUTLER MACHINERY	1,353.51						
1	PS0611902	03/28/23 D8T/D6T SERVICE	2,917.35			4387 480000	427		101000
2	CS0058824	03/29/23 CORE CREDIT	-1,563.84			4387 480000	427		101000
		Total for Vendor:	1,609.54						
109650		4788 CAMELOT CLEANERS	20.50						
1	23080-895	03/23/23 Dry Clean Class A Uniform	20.50			2060 415200	420		101000
		Total for Vendor:	20.50						
109661		4782 CARRINGTON CITY LIBRARY	23.98						
1	03/21/23	MISC (REPLACEMENT BOOK)	23.98			7000 411600	490		101000
		Total for Vendor:	23.98						
109553	106575S	51 CASS COUNTY ELECTRIC COOP	45,193.59						
1	1168004	03/10/23 SHEYENNE STREET METER	415.26			2310 452120	527		101000
2	1168003	03/10/23 STREET LIGHT FEED POINTS	20,369.00			1000 430002	391		101000
3	1156426	03/10/23 LIFT STATIONS	19,804.00			6025 450000	351		101000
4	1156424	03/10/23 LIGHTS PARKING RAMP	1,243.71			2310 452120	527		101000
5	1163206	03/10/23 LIGHTS STAGE & COURTYARD	3,361.62			2310 452120	527		101000
		Total for Vendor:	45,193.59						

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109538	106711S	61 CASS COUNTY FINANCE	1,644.47						
1	03/15/23	feb 2023 jail	1,530.00			1000 421000	398		101000
2	03/15/23	feb 2023 jail medical	114.47			1000 421000	398		101000
		Total for Vendor:	1,644.47						
109611		46 CASS RURAL WATER USERS	28.46						
1	6482.0323	03/25/23 AIRPORT WATER BILLING	28.46			7050 500000	420		101000
		Total for Vendor:	28.46						
109710		4108 CED	1,181.99						
1	3481019949	03/22/23 DBL FCE EXIT SIGN	232.90			1000 455000	420		101000
2	3481020093	03/21/23 EMT CONN/ALUM THREADED	18.09			6025 450000	420		101000
3	3481019737	03/21/23 HID LEQ EQ 150W	931.00			1000 430002	392		101000
		Total for Vendor:	1,181.99						
109651		4789 Charlie McCann	89.99						
1	03/28/23	Reimbursement for Gloves	89.99			2060 415200	641		101000
		Total for Vendor:	89.99						
109672		3216 CINTAS	80.99						
1	4149809571	03/20/23 SHOP TOWELS	80.99			1000 455000	433		101000
		Total for Vendor:	80.99						
109735		111 CITY OF FARGO	43,985.41						
1	436281	03/15/23 LANDFILL FEES	23,207.43			6010 450200	355		101000
2	436507	03/22/23 LANDFILL FEES	20,777.98			6010 450200	355		101000
		Total for Vendor:	43,985.41						
109574		3592 COBAN TECH / SF MOBILE VISION	1,650.00						
		2023 invoice should have been taken out of 2022. Finance Director asked that it be taken out of 2023.							
1	50357	01/09/23 2022 maint l3 incar cameras	2,475.00			1000 421000	497		101000
2	51637	03/23/23 credit	-825.00			1000 421000	497		101000
		Total for Vendor:	1,650.00						

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109563		1904 CODE 4 SERVICES, INC	3,185.62								
1	8116	03/13/23 PIT bars (2)	3,185.62			1000		421000	610		101000
109576		1904 CODE 4 SERVICES, INC	43.65								
1	8190	03/22/23 floor drain/pan	43.65			1000		421000	427		101000
		Total for Vendor:	3,229.27								
109726		133 COLE PAPER	1,162.54								
1	10272008	03/16/23 PD PAPER SUPPLIES	627.30			1000		455000	500		101000
2	10272009	03/16/23 CH PAPER SUPPLIES	302.18			1000		455000	500		101000
3	10272010	03/16/23 PW PAPER SUPPLIES	233.06			6020		450000	500		101000
		Total for Vendor:	1,162.54								
109675		3245 CORE & MAIN	1,985.70								
1	S577359	03/28/23 MACRO CPLG EXPY BG	1,985.70			6020		450000	438		101000
109699		3245 CORE & MAIN	746.88								
1	S469559	03/28/23 GASKET 6 STD/8STD	746.88			6020		450000	438		101000
		Total for Vendor:	2,732.58								
109717		47 CORWIN CHRYSLER	1,161.77								
1	132067	03/24/23 1188 ARM - UPPER	967.00			1000		421000	427		101000
2	132017	03/24/23 1188 SHIELD FRONT	118.00			1000		421000	427		101000
3	91893	02/22/23 RELAY REPAIR	72.10			1000		415000	427		101000
4	123274	02/28/23 FINACE CHARGE/SHORT PAY	4.67			1000		415000	427		101000
		Total for Vendor:	1,161.77								
109622		4786 CORY RAMSEY	273.00								
1	03/22/23	TRAVEL REIMBURSEMENT	273.00			1000		430000	340		101000
		Total for Vendor:	273.00								
109744		859 DAKOTA ELECTRIC CONSTRUCTION CO	58,680.00								
1	02/23/23	Fire Headquarters pymt 8	58,680.00			4795		480000	670		101000
		Total for Vendor:	58,680.00								

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109681		1675 DAKOTA FLUID POWER, INC	222.53								
1	7055084	03/20/23 SWIVEL	116.71			1000		430000	427		101000
2	7055412	03/21/23 GYL FILLED 1/4NPT BOTTOM	45.10			1000		430000	427		101000
3	7056939	03/24/23 SWIVEL	326.47			6010		450200	427		101000
4	7056598	03/23/23 SWIVEL	106.21			6010		450200	427		101000
5	7037924	01/26/23 CREDIT	-371.96			6020		450000	427		101000
109724		1675 DAKOTA FLUID POWER, INC	128.45								
1	7055083	03/20/23 SWIVEL	128.45			6010		450200	427		101000
		Total for Vendor:	350.98								
109603		624 DAKOTA SUPPLY GROUP	32.75								
1	S102509433	03/09/23 SIDE SHIELD	1,136.75			1000		430002	391		101000
2	S102509433	03/28/23 SIDE SHIELD RETURN	-1,104.00			1000		430002	391		101000
		Total for Vendor:	32.75								
109652		87 DAKOTA TIRE	917.36								
1	88061	03/25/23 SQ 75 Rear Brakes	791.50			2060		415200	427		101000
2	930333	03/28/23 C1 Oil Change	43.75			2060		415200	427		101000
3	930361	03/29/23 Sq 76 Oil change	82.11			2060		415200	427		101000
		Total for Vendor:	917.36								
109644		3050 DAKOTA UPREIT LIMITED	7,654.81								
1	11150	04/01/23 April 23 Rent	7,654.81			1000		415000	389		101000
		Total for Vendor:	7,654.81								
109627		4257 DANIELLE JOHN	273.00								
1	03/27/23	TRAVEL REIMBURSEMENT	273.00			1000		430001	340		101000
		Total for Vendor:	273.00								
109564		856 DAVE'S WEST FARGO TIRE	215.78								
1	117812	03/13/23 #1195 tire install	215.78			1000		421000	427		101000
		Total for Vendor:	215.78								

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109578	106777S	2948 DELTA 54 AVIATION LLC	3,678.58						
1	March 23	03/14/23 Management Fee	3,600.00			7050 500000	307		101000
2	March 23	03/14/23 DEF Fluid for Loader	21.99			7050 500000	420		101000
3	March 23	03/14/23 Grease for Loader	17.98			7050 500000	420		101000
4	March 23	03/14/23 Temp Mailbox Supplies	38.61			7050 500000	420		101000
		Total for Vendor:	3,678.58						
109664		77 DEMCO INC	572.88						
1	7279540	03/20/23 FURN & EQUIP (BOOK CART)	572.88			7000 411600	641		101000
		Total for Vendor:	572.88						
109739		2100 EAGLE RUN CROSSING LLC	3,280.70						
1	8908	03/28/23 5400 DIESEL	26.28			1000 430001	424		101000
2	7052	03/22/23 5400 DIESEL	34.50			1000 430001	424		101000
3	7128	03/22/23 5400 DIESEL	29.80			1000 430001	424		101000
4	4827	03/22/23 5400 DIESEL	26.30			1000 430001	424		101000
5	6743	03/21/23 5400 DIESEL	25.20			1000 430001	424		101000
6	6799	03/21/23 5400 DIESEL	25.64			1000 430001	424		101000
7	6463	03/20/23 5400 DIESEL	33.20			1000 430001	424		101000
8	6711	03/30/23 5419 DIESEL	32.73			1000 430001	424		101000
9	9186	03/29/23 5400 DIESEL	32.02			1000 430001	424		101000
10	8964	03/28/23 5400 DIESEL	19.23			1000 430001	424		101000
11	7101	03/22/23 3166 DIESEL	285.39			1000 430000	424		101000
12	2547	03/11/23 RENTAL DIESEL	233.44			1000 430000	424		101000
13	6328	03/28/23 RENTAL DIESEL	234.10			1000 430000	424		101000
14	4800	03/22/23 RENTAL DIESEL	316.04			1000 430000	424		101000
15	5326	03/24/23 3052 DIESEL	122.20			1000 430000	424		101000
16	7037	03/22/23 RENTAL DIESEL	264.99			1000 430000	424		101000
17	7041	03/22/23 RENTAL DIESEL	294.57			1000 430000	424		101000
18	6450	03/20/23 STEAMER DIESEL	126.58			1000 430000	424		101000
19	6116	03/27/23 2200 DIESEL	175.28			6020 450000	424		101000
20	7691	03/24/23 2200 DIESEL	224.83			6020 450000	424		101000
21	3862	03/17/23 2200 DIESEL	242.32			6020 450000	424		101000
22	9558	03/30/23 294 DIESEL	67.48			6020 450000	424		101000
23	6311	03/28/23 RENTAL DIESEL	227.85			1000 430000	424		101000
24	4773	03/22/23 RENTAL DIESEL	180.73			1000 430000	424		101000
		Total for Vendor:	3,280.70						

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109594 1	106768S 03/24/23	3547 EQUITABLE UNIT ANNUITY MARCH 2023	2,000.00 2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						
109550 1	106717S 03/13/23	2862 ESSENTIA HEALTH new office pre-employment	1,268.87 500.00			1000 421000	387		101000
800012110032023 2	03/13/23	cardiac testing	768.87			1000 421000	387		101000
109581 1	03/13/23	2862 ESSENTIA HEALTH Nathanael Pratt - Water	476.00 50.00			6020 450000	387		101000
2	03/13/23	Hudson Kalina - FD	59.00			2060 415200	387		101000
3	03/13/23	Michael Wuebben - IT	59.00			1000 414104	387		101000
4	03/13/23	Justin Donley - Street	79.00			1000 430000	387		101000
5	03/13/23	Dylan Hersch - Sewer	50.00			6025 450000	387		101000
6	03/13/23	Arthur Peterson - Sanitation	79.00			6010 450200	387		101000
7	03/13/23	Adam Haskins - Sanitation	50.00			6010 450200	387		101000
8	03/13/23	John Freeman - Sewer	50.00			6025 450000	387		101000
		Total for Vendor:	1,744.87						
109616 1	R101023108	660 FARGO FREIGHTLINER 03/22/23 3100 ABS REPAIR	1,155.49 1,155.49			1000 430000	427		101000
109636 1	X101111598	660 FARGO FREIGHTLINER 03/17/23 415 HOSE/CLAMP	35.48 35.48			6010 450200	427		101000
109671 1	X101112548	660 FARGO FREIGHTLINER 03/29/23 42001/4201 WINDSHIELD WIPE	18.14 18.14			6010 450200	427		101000
		Total for Vendor:	1,209.11						
109697 1	26958 03/24/23	979 FARGO LINE-X 3046 GRIP STEP BRACKETS	230.00 230.00			1000 430000	427		101000
		Total for Vendor:	230.00						

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109723		1648 FARSTAD OIL, INC	1,062.95								
1	370029	03/17/23 RIDGELINE DEF/WIPEOFF	840.75			1000		430000	424		101000
2	347009	03/03/23 DRUM CREDIT	-55.00			1000		430000	424		101000
3	379305	03/23/23 RIDGELINE DEF	277.20			1000		430000	424		101000
		Total for Vendor:	1,062.95								
109032	106764S	151 FEDERAL EXPRESS	49.25								
1	804765131	02/22/23 pkg mailed	16.95			1000		421000	661		101000
2	803983222	02/15/23 pkg received from lab	17.05			1000		421000	661		101000
3	803983223	02/15/23 pkgs mailed	10.17			1000		421000	661		101000
4	805449099	03/01/23 pkg mailed	5.08			1000		421000	661		101000
109542	106719S	151 FEDERAL EXPRESS	10.23								
1	806177943	03/08/23 pkg mailed	5.08			1000		421000	661		101000
2	806908447	03/01/23 pkg mailed	5.15			1000		421000	661		101000
109577		151 FEDERAL EXPRESS	5.08								
1	807662023	03/22/23 pkg mailed	5.08			1000		421000	661		101000
		Total for Vendor:	64.56								
109711		3792 FERGUSON ENTERPRISES LLC 1657	94.38								
1	9906014	02/22/23 360 DEG KIT/VAC BRKR	94.38			1000		455000	420		101000
		Total for Vendor:	94.38								
109682		4299 FIREHOUSE GRANTS LLC	7,000.00								
1	2326	03/17/23 FY2022 Safer Grand Application	7,000.00			2060		415200	418		101000
		Total for Vendor:	7,000.00								
109580		3347 FIRST INTERNATIONAL INSURANCE	20.00								
1	415533	03/09/23 CityHall/PD/Generator/Garage	19.00			1000		421000	321		101000
2	415553	03/17/23 K-9 Treadmill	1.00			2060		415200	321		101000
109642		3347 FIRST INTERNATIONAL INSURANCE	2,386.00								
1	415563	03/09/23 Add 2018 Freightliner	2,145.00			1000		430000	321		101000
2	415832	03/27/23 Add 23 Silverado	241.00			2060		415200	321		101000
		Total for Vendor:	2,406.00								

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109566 1	106766S Lodging Tax	2499 FM CONVENTION & VISITORS BUREAU	20,917.90 20,917.90			2141 411500	533		101000
109567 1	106767S Capital Fund	2499 FM CONVENTION & VISITORS BUREAU	10,458.95 10,458.95			2141 411500	653		101000
Total for Vendor:			31,376.85						
109539 1	106720S 023752359	155 GALLS, LLC 03/04/23 equip for crouse	273.82 273.82			1000 421000	422		101000
109557		155 GALLS, LLC	1,206.12						
1	023780216	03/07/23 shirt for jorgensen	72.00			1000 421000	422		101000
2	023817445	03/10/23 shirt for booth	154.38			1000 421000	422		101000
3	023817447	03/10/23 shirt for t. todd	80.28			1000 421000	422		101000
4	023837516	03/13/23 shirt for t. todd	66.07			1000 421000	422		101000
5	023841078	03/13/23 new officer name tag	14.37			1000 421000	422		101000
6	023837499	03/13/23 new officer shirt	104.99			1000 421000	422		101000
7	023837498	03/13/23 new officer shirts	537.04			1000 421000	422		101000
8	023817446	03/10/23 new officer shirts	176.99			1000 421000	422		101000
109558		155 GALLS, LLC	1,103.12						
1	023565221	02/15/23 5.11 jacket for gomez/d.tod	539.50			1000 421000	422		101000
2	023565408	02/15/23 pants for a. feltman	80.38			1000 421000	422		101000
3	023566489	02/15/23 belt loop for d. todd	9.90			1000 421000	422		101000
4	023566489	02/16/23 new officer patns	117.00			1000 421000	422		101000
5	023588410	02/16/23 new cso boots	89.96			1000 421000	422		101000
6	023588483	02/16/23 new officer equip	104.60			1000 421000	422		101000
7	023560310	02/14/23 new officer equip	125.80			1000 421000	422		101000
8	023480978	02/07/23 hat for werner	35.98			1000 421000	422		101000
109569		155 GALLS, LLC	262.96						
1	or23196552	03/22/23 k9 badges (2)	262.96			1000 421000	915		101000
2	022993397	12/15/22 incorrect badges	215.40			1000 421000	915		101000
3	023349723	01/25/23 credit to incorrect badges	-215.40			1000 421000	915		101000

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109683		155 GALLS, LLC	315.88								
1	23771288	03/06/23 Blackinton pin return	-21.93			2060		415200	378		101000
2	23788562	03/08/23 A Morgan-new employee	88.48			2060		415200	422		101000
3	23788739	03/08/23 M O'bryant-uniform	88.49			2060		415200	422		101000
4	23859798	03/15/23 A Wagnmann-new employee	160.84			2060		415200	422		101000
		Total for Vendor:	3,161.90								
109719		3678 GARRETT RIX	182.75								
1	03/27/23	Reimbursement for Boots	182.75			2060		415200	422		101000
		Total for Vendor:	182.75								
109619		156 GENERAL EQUIP & SUPPLIES	100.80								
1	0259864	03/22/23 PIN ASSEMBLY	100.80			6020		450000	432		101000
		Total for Vendor:	100.80								
109638		1579 GLENN'S BODY REPAIR INC	162.50								
1	57853	03/22/23 4021 SIDE DASH REPAIR	162.50			6010		450200	427		101000
		Total for Vendor:	162.50								
109749		4450 GRAFSTROM CONSTRUCTION	24,008.97								
1	02/28/23	Fire Headquarters pymt 9	24,008.97			4795		480000	670		101000
		Total for Vendor:	24,008.97								
109728		556 GRAINGER, INC.	122.40								
1	9646785494	03/21/23 FLUOR BLULB	122.40			1000		455000	420		101000
109736		556 GRAINGER, INC.	23.14								
1	9656555910	03/29/23 SLIDE LATCH	23.14			1000		455000	420		101000
		Total for Vendor:	145.54								
109668		2877 GREATAMERICA FINANCIAL SERVICES	442.89								
1	33674435	03/20/23 SERVICE AGREEMENTS - CONTRAC	442.89			7000		411600	428		101000
		Total for Vendor:	442.89								

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109614		135 HAWKINS WTR TREATMENT	14,327.37						
1	6429548	03/21/23 AQUA HAWK	7,621.70			6025 450000	423		101000
2	6425790	03/15/23 AQUA HAWK	6,705.67			6025 450000	423		101000
		Total for Vendor:	14,327.37						
109639		180 HAZERS	560.00						
1	61670	03/23/23 APPLIANCE DISPOSAL	560.00			6010 450200	490		101000
		Total for Vendor:	560.00						
109750		4619 HERZOG ROOFING INC	130,185.00						
1	02/17/23	Fire Headquarters pymt 3	130,185.00			4795 480000	670		101000
		Total for Vendor:	130,185.00						
109702		1107 HITCH 'N GO OF FARGO	184.97						
1	12640	03/30/23 3039 HITCH	184.97			1000 430000	432		101000
		Total for Vendor:	184.97						
109734		358 HUBERT OYE-SONS CONST.	3,300.00						
1	1211467	03/23/23 COLD MIX ASPHALT	3,300.00			1000 430000	722		101000
		Total for Vendor:	3,300.00						
109545	106722S	2409 INTOXIMETERS	1,460.00						
1	728535	03/09/23 intoxmeters	1,260.00			1000 421000	610		101000
2	728535	03/09/23 mouthpieces	200.00			1000 421000	641		101000
		Total for Vendor:	1,460.00						
109618		233 J & L SPORTS	133.00						
1	30144	03/28/23 EMBROIDERY	133.00			1000 430000	422		101000
109730		233 J & L SPORTS	119.00						
1	30163	03/20/23 EMBROIDERY	119.00			6010 450200	422		101000
		Total for Vendor:	252.00						

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109663		4674 JOEL JONES	150.00						
1	0104 03/22/23	PROGRAMMING	150.00			7000 411600	649		101000
		Total for Vendor:	150.00						
109727		2798 JOHNSON CONTROLS	663.09						
1	8517694722 03/20/23	VALVE REPLACEMENT PD	663.09			1000 455000	420		101000
		Total for Vendor:	663.09						
109609		2709 JOHNSON LAWN SERVICE	225.00						
1	276691 01/31/23	5553 8th St W	75.00			1000 415000	555		101000
2	278513 01/31/23	5885 Deb Dr W	75.00			1000 415000	555		101000
3	278514 01/31/23	114 1st Ave E	75.00			1000 415000	555		101000
		Total for Vendor:	225.00						
109729		1522 JOHNSONS PEST CONTROL	125.00						
1	204011 01/24/23	CH INSECT CONTROL	125.00			1000 455000	420		101000
		Total for Vendor:	125.00						
109625		4087 JOSHUA ROLCZYNSKI	458.12						
1	03/27/23	TRAVEL REIMBURSEMENT	458.12			1000 430000	340		101000
		Total for Vendor:	458.12						
109585		2264 JUDY HOLZHEY	55.00						
1		Reimbursement - wall decor	55.00			1000 415000	641		101000
		Total for Vendor:	55.00						
109678		4785 KARL CHEVROLET	42,000.40						
1	26063 03/22/23	2023 Chevrolet Silverado 3500	42,000.40			2060 415200	610		101000
		Total for Vendor:	42,000.40						
109756		693 KPH, INC	23,885.10						
1	02/20/23	Fire Headquarters pymt 9	23,885.10			4795 480000	670		101000
		Total for Vendor:	23,885.10						

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109584		4543 KRAUS-ANDERSON CONSTRUCTION	64,917.48						
1	56775	03/08/23 Fire Headquarters	64,917.48			4795 480000	670		101000
		Total for Vendor:	64,917.48						
109561		2325 KUSTOM KONCEPTS	43.42						
1	8132	03/21/23 k9 jazz decal	43.42			1000 421000	610		101000
		Total for Vendor:	43.42						
109544	106724S	1461 L-TRON CORP	410.00						
1	680016	02/06/23 squad roll paper	410.00			1000 421000	410		101000
		Total for Vendor:	410.00						
109698		277 LARSONS WELDING/MACHINE	820.26						
1	77191	03/27/23 294 SHAFTS	410.13			6020 450000	427		101000
2	77191	03/27/23 356 SHAFTS	410.13			6020 450000	427		101000
		Total for Vendor:	820.26						
109573		4784 LASER LABS	688.00						
1	44923	03/19/23 4 tint meters	688.00			1000 421000	610		101000
		Total for Vendor:	688.00						
109747		4555 LEDGESTONE INC	33,960.62						
1	02/25/23	Fire Headquarters pymt 5	33,960.62			4795 480000	670		101000
		Total for Vendor:	33,960.62						
109669		4767 LENOVO (UNITED STATES) INC.	11,935.89						
1	6463822201	03/14/23 TECHNOLOGY (CLARIE KUHLMAN	878.00			7000 411600	497		101000
2	6463828181	03/15/23 Comm Technology	1,738.34			1000 416200	497		101000
3	6463820138	03/14/23 PD Technology	1,513.95			1000 421000	497		101000
4	6463880066	03/20/23 PD Technology	2,634.00			1000 421000	497		101000
5	6463835959	03/15/23 Engineering Technology	1,157.60			1000 414200	497		101000
6	6463880065	03/20/23 Engineering Technology	3,363.60			1000 414200	497		101000
7	6463839482	03/16/23 Engineering Technology	650.40			1000 414200	497		101000
		Total for Vendor:	11,935.89						

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109575		2466 LEXIPOL	2,867.34						
1	12901	01/30/23 policy manual/daily bulletins	2,867.34			1000 421000	340		101000
		Total for Vendor:	2,867.34						
109655		1741 LIBERTY BUSINESS SYSTEMS, INC	1,017.91						
1	33721056	03/27/23 copier	22.45			1000 415000	428		101000
2	33721056	03/27/23 copier	327.40			1000 415000	428		101000
3	33721056	03/27/23 copier	194.67			1000 450000	428		101000
4	33721056	03/27/23 copier	329.04			1000 421000	428		101000
5	33721055	03/27/23 copier	144.35			1000 415000	420		101000
		Total for Vendor:	1,017.91						
109684		3502 M &T Fire	1,725.08						
1	101836	03/15/23 Multirae sensor E-76,E-75,SQ75	1,725.08			2060 415200	427		101000
		Total for Vendor:	1,725.08						
109694		3304 MAC'S - FARGO	37.33						
1	G19015	03/28/23 HARDWARE	37.33			1000 430000	381		101000
109712		3304 MAC'S - FARGO	6.59						
1	G15645	03/17/23 HARDWARE	6.59			6010 450200	427		101000
		Total for Vendor:	43.92						
109685		3536 MACQUEEN EMERGENCY	67.50						
1	08689	03/10/23 Helmet fronts	67.50			2060 415200	641		101000
		Total for Vendor:	67.50						
109588	106769S	3542 MAINSTAY FUNDS	860.00						
1		03/24/23 MARCH 2023	860.00			1000 212529			101000
		Total for Vendor:	860.00						
109755		68 MANNING MECHANICAL	70,309.03						
1	02/28/23	Fire Headquarters pymt 9	70,309.03			4795 480000	670		101000
		Total for Vendor:	70,309.03						

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109714		3384 MATHESON TRI-GAS INC	125.80						
1	0027444357	03/23/23 C02 20LB	125.80			6020 450000	438		101000
		Total for Vendor:	125.80						
109654	106778S	3630 MATRIX TRUST COMPANY	5,351.00						
1	03/28/23	pre-tax	4,129.00			1000 212547			101000
2	03/28/23	post-tax	1,222.00			1000 212548			101000
		Total for Vendor:	5,351.00						
109579		3119 MATT RETKA	50.00						
1	WFAA	Secretary March 23	50.00			7050 500000	120		101000
		Total for Vendor:	50.00						
109686		299 MENARDS	349.60						
1	99354	03/23/23 CRR Shelving	281.64			2060 415200	420		101000
2	99402	03/24/23 E-76,Station 75 operations	28.99			2060 415200	420		101000
3	99160	03/20/23 Em mgmt, Batt 70	38.97			2060 415200	420		101000
		Total for Vendor:	349.60						
109600		4622 MENARDS PW	335.60						
1	99635	03/27/23 DRILL HEX	1.28			6020 450000	432		101000
2	99144	03/20/23 RD VINYL CDLS	27.99			6010 450200	420		101000
3	99349	03/23/23 PROPANE TORCH	57.98			1000 430000	722		101000
4	99328	03/23/23 MAILBOX REPAIR	240.50			1000 430000	444		101000
5	98764	03/13/23 POWER STRIP	7.85			1000 455000	420		101000
109674		4622 MENARDS PW	65.82						
1	99757	03/29/23 MAILBOX REPAIR	22.38			1000 430000	444		101000
2	99165	03/20/23 MAILBOX REPAIR	20.97			1000 430000	444		101000
3	99327	03/23/23 TOOLS	22.47			6020 450000	432		101000
109689		4622 MENARDS PW	112.02						
1	99750	03/29/23 TOOLBOX	112.02			6010 450200	433		101000

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109737		4622 MENARDS PW	171.33								
1	99290	03/22/23 SHELIVING MATERIALS	87.97			1000		455000	420		101000
2	99709	03/28/23 ACRYLIC SHEET/PIPE INSULATION	83.36			1000		455000	420		101000
		Total for Vendor:	684.77								
109741		4420 MEYER GROUP ARCHITECTURE	347.51								
1	9256	03/31/23 SALT BUILDING MILEAGE REIMB	347.51			4796		480000	313		101000
		Total for Vendor:	347.51								
109667		1854 MIDWEST TAPE	180.48								
1	503530611	03/21/23 DVD	98.97			7000		411600	664		101000
2	503558394	03/27/23 DVD	27.72			7000		411600	664		101000
3	503558392	03/27/23 DVD	53.79			7000		411600	664		101000
		Total for Vendor:	180.48								
109559		4783 MINNESOTA CRIME PREVENTION	50.00								
1	2395	03/21/23 reg fee for jorgensen	50.00			1000		421000	667		101000
		Total for Vendor:	50.00								
109554		772 MINNKOTA	107.28								
1	440480	01/31/23 jan 2023 recycling	50.64			1000		421000	420		101000
2	441280	02/28/23 feb 2023 recycling	56.64			1000		421000	420		101000
		Total for Vendor:	107.28								
109745		4575 MORTENSON MASONRY INC	39,883.50								
1	02/28/23	Fire Headquarters pymt 6	39,883.50			4795		480000	670		101000
		Total for Vendor:	39,883.50								
109620		1031 NASETH CONSTRUCTION	74,345.30								
1	03/22/23	SALT SHED BUILDING PMT 10	46,423.69			4796		480000	670		101000
2	03/27/23	SALT SHED BUILDING FINAL PMT	27,921.61			4796		480000	670		101000
		Total for Vendor:	74,345.30								

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109547	106728S	3174 NATIONAL PEN CO., LLC	479.95						
1	500658692	03/06/23 recuitment items	479.95			1000 421000	375		101000
		Total for Vendor:	479.95						
109589	106770S	3541 ND FRATERNAL ORDER OF POLICE	2,127.00						
1	03/24/23	MARCH 2023	2,127.00			1000 212527			101000
		Total for Vendor:	2,127.00						
109665		756 NELCO FIRST AID	20.28						
1	062922	03/22/23 EMERGENCY MEDICAL SUPPLIES	20.28			7000 411600	672		101000
109732		756 NELCO FIRST AID	302.72						
1	062919	03/22/23 CH FIRST AID SUPPLIES	60.20			1000 455000	639		101000
2	062920	03/22/23 PW FIRST AID SUPPLIES	91.25			6020 450000	639		101000
3	062907	03/21/23 PW FIRST AID SUPPLIES	28.16			6020 450000	639		101000
4	062906	03/21/23 SA FIRST AID SUPPLIES	123.11			6010 450200	639		101000
		Total for Vendor:	323.00						
109696		364 NELSON INTERNATIONAL	156.72						
1	X102194241	03/21/23 243 BRAKE ADJUST/SHOE KIT	460.50			6020 450000	427		101000
2	X102194102	03/21/23 263 HEADLIGHT SWITCH	45.26			6020 450000	427		101000
3	X102194732	03/28/23 SHOE KIT RET	-170.00			6020 450000	427		101000
4	X102194730	03/28/23 PUMP ASSY RET	-381.80			6020 450000	427		101000
5	X102194695	03/28/23 228 TRANSMITTER	202.76			6020 450000	427		101000
		Total for Vendor:	156.72						
109656		271 NETCENTER TECHNOLOGIES	1,942.50						
1	190151	02/20/23 IT Support	1,045.00			1000 414104	497		101000
2	190596	03/24/23 IT Support	205.00			1000 414104	497		101000
3	190619	03/24/23 IT Support	692.50			1000 414104	497		101000
		Total for Vendor:	1,942.50						
109595	106771S	3543 NEW YORK LIFE INSURANCE &	6,620.52						
1	03/24/23	EE New York Life for Mar. 2023	6,009.00			1000 212531			101000
2	03/24/23	ER New York Life for Mar. 2023	611.52			1000 212531			101000
		Total for Vendor:	6,620.52						

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109688		3789 NORTH DAKOTA FIREFIGHTER'S	20.00								
1	2023032301	02/23/23 Cert retest, E Menge, N Wa	20.00			2060		415200	245		101000
		Total for Vendor:	20.00								
109608		4755 NORTH DAKOTA PUBLIC INFORMATION	100.00								
1	0061-2	03/15/23 Addie Stewart Membership	100.00			1000		416200	667		101000
		Total for Vendor:	100.00								
109721		328 NORTHERN ENGINE & SUPPL	130.82								
1	244253	03/21/23 CARBURETOR/GASKET	130.82			6025		450000	427		101000
		Total for Vendor:	130.82								
109740		3111 NORTHERN SALT INCORPORATED	23,763.61								
1	29310	03/30/23 DEICING SALT	23,763.61			1000		430000	377		101000
		Total for Vendor:	23,763.61								
109720		331 NORTHERN STATES SUPPLY	243.29								
1	1672053	03/22/23 HARDWARE	243.29			1000		430000	381		101000
		Total for Vendor:	243.29								
109607		1715 NORTHWEST TIRE INC	209.62								
1	26036632	03/23/23 3035 DISMT/MT INDUSTRIAL	62.79			1000		430000	427		101000
2	26036630	03/24/23 ALIGNMNET PASS	121.83			1000		421000	427		101000
3	26035504	01/26/23 TIRE SENSOR CHECK	25.00			1000		415000	427		101000
		Total for Vendor:	209.62								
109693		330 NORTHWESTERN EQUIP INC.	114.77								
1	53233	03/14/23 THIMBLE	114.77			6010		450200	427		101000
		Total for Vendor:	114.77								
109754		322 NOVA FIRE PROTECTION	27,000.00								
1	02/28/23	Fire Headquarters pymt 2	27,000.00			4795		480000	670		101000
		Total for Vendor:	27,000.00								

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109700		1774 O'REILLY AUTOMOTIVE STORES, INC	69.54								
1	191635	03/18/23 6 antifreeze	69.54			2060		415200	420		101000
		Total for Vendor:	69.54								
109599		4744 O'REILLY AUTOMOTIVE STORES, INC	549.42								
1	1932191302	03/17/23 1175 IRIDIUM	103.89			1000		421000	427		101000
2	1932191301	03/17/23 164 IRIDIUM	103.89			1000		421000	427		101000
3	1932192006	03/20/23 7026 TOGGLE SWITCH	10.99			6025		450000	427		101000
4	1932191296	03/17/23 7026 STRG PMP	194.19			6025		450000	427		101000
5	1932192441	03/21/23 8005 BATTERY	136.46			1000		415000	427		101000
109673		4744 O'REILLY AUTOMOTIVE STORES, INC	135.56								
1	1932194825	03/29/23 272 STARTER	135.56			6020		450000	427		101000
2	1932194826	03/29/23 STARTER RET CREDIT	-135.90			6020		450000	427		101000
3	1932194817	03/29/23 272 STARTER	135.90			6020		450000	427		101000
		Total for Vendor:	684.98								
109582		353 OHNSTAD TWICHELL	61,448.93								
1	187727	03/13/23 2023 Municipal Prosecutions	28,499.51			1000		412000	312		101000
2	187707	03/13/23 1308	610.00			4386		480000	312		101000
3	187708	03/13/23 2250	2,816.50			4391		480000	312		101000
4	187709	03/13/23 TIF District No. 2018-1	120.00			2960		411900	312		101000
5	187710	03/13/23 1327	280.00			4074		480000	312		101000
6	187711	03/13/23 1331	70.20			4078		480000	312		101000
7	187714	03/13/23 1332	46.40			4079		480000	312		101000
8	187715	03/13/23 1334	46.40			4085		480000	312		101000
9	187716	03/13/23 1315.2	46.40			4412		480000	312		101000
10	187717	03/13/23 1337	346.00			4086		480000	312		101000
11	187721	03/13/23 1343	80.00			4004		480000	312		101000
12	187722	03/13/23 2271	80.00			4005		480000	312		101000
13	187723	03/13/23 4068	160.00			4007		480000	312		101000
14	187724	03/13/23 2270	80.00			4006		480000	312		101000
15	187725	03/13/23 2261	2,048.42			4442		480000	312		101000
16	187735	03/13/23 2272	40.00			4014		480000	312		101000
17		03/13/23 General	16,136.60			1000		415000	312		101000
18		03/13/23 HR	3,854.50			1000		414103	312		101000

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19	03/13/23	Planning	1,830.00			1000	418000	312	101000
20	03/13/23	Econ. Dev.	3,976.00			2960	411900	312	101000
21	03/13/23	Library	70.50			7000	411600	312	101000
22	03/13/23	Water	211.50			6020	450000	312	101000
Total for Vendor:			61,448.93						
109679		352 OK TIRE STORE - COM CTR	2,728.24						
1	05333063	03/29/23 388 TIRES	1,347.34			1000	430000	427	101000
2	05333064	03/29/23 7042 FLAT REPAIR	52.50			4387	480000	427	101000
3	05333066	03/29/23 262 TIRES	664.20			6020	450000	427	101000
4	05333065	03/29/23 262 TIRES	664.20			6020	450000	427	101000
Total for Vendor:			2,728.24						
109691		399 OLYMPIC SALES	737.06						
1	13694	03/17/23 4021/4100 TOGGLE CLAMPS	737.06			6010	450200	427	101000
109716		399 OLYMPIC SALES	747.89						
1	13676	03/08/23 4200 LOCK ARMS	236.28			6010	450200	427	101000
2	13653	02/27/23 4021 FINGER MOUNT	511.61			6010	450200	427	101000
Total for Vendor:			1,484.95						
109548	106731S	276 OSTROMS ACE HARDWARE	32.97						
1	223418	03/17/23 batteries for k9 car poppers	32.97			1000	421000	420	101000
109705		276 OSTROMS ACE HARDWARE	32.01						
1	223435	03/21/23 Builders hardware R-75, SS	24.83			2060	415200	420	101000
2	223445	03/22/23 Station Cleaning Supplies	7.18			2060	415200	420	101000
Total for Vendor:			64.98						
109753		4455 OTIS ELEVATOR COMPANY	33,839.64						
1	02/01/23	Fire Headquarters pymt 1	33,839.64			4795	480000	670	101000
Total for Vendor:			33,839.64						
109592	106772S	3548 PERSHING	300.00						
1	03/24/23	MARCH 2023	300.00			1000	212525		101000
Total for Vendor:			300.00						

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109687		563 PETRO SERVE USA	2,357.85						
1	91666 03/27/23	BULK OIL	2,357.85			4387 480000	424		101000
		Total for Vendor:	2,357.85						
109738		4034 PETRO SERVE USA #63	2,870.20						
1	2670 03/28/23	3100 DIESEL	129.89			1000 430000	424		101000
2	3881 03/29/23	359 DIESEL	144.56			1000 430000	424		101000
3	919 03/22/23	RENTAL DIESEL	331.11			1000 430000	424		101000
4	1575 03/22/23	3043 DIESEL	203.51			1000 430000	424		101000
5	1382 03/22/23	3000 DIESEL	329.26			1000 430000	424		101000
6	507 03/21/23	395 DIESEL	102.43			1000 430000	424		101000
7	4181 03/30/23	4201 DIESEL	169.97			6010 450200	424		101000
8	280 03/21/23	4006 DIESEL	159.83			6010 450200	424		101000
9	8688 03/13/23	412 DIESEL	127.38			6010 450200	424		101000
10	3078 03/29/23	7045 DIESEL	652.99			6025 450000	424		101000
11	9409 03/17/23	7701 DIESEL	106.11			6025 450000	424		101000
12	3861 03/29/23	294 DIESEL	49.45			6020 450000	424		101000
13	3384 03/28/23	2200 DIESEL	92.33			6020 450000	424		101000
14	2018 03/23/23	294 DIESEL	99.80			6020 450000	424		101000
15	1572 03/22/23	294 DIESEL	171.58			6020 450000	424		101000
		Total for Vendor:	2,870.20						
109546	106734S	1987 PETSMART	192.39						
1	po 200018 03/10/23	k9 hondo, k9 jazz	192.39			1000 421000	915		101000
		Total for Vendor:	192.39						
109703		3620 PNC EQUIPMENT FINANCE	189,294.08						
1	1665129 03/29/23	L-75 & E-76 05/28/23-05/27/23	189,294.08			2060 415200	657		101000
		Total for Vendor:	189,294.08						
109722		1166 PRODUCTIVITY PLUS ACCOUNT - CNH	624.88						
1	18159933 03/17/23	359 GLASS/HANDLE	283.50			1000 430000	427		101000
2	18167985 03/21/23	359 HARDWARE	341.38			1000 430000	427		101000
		Total for Vendor:	624.88						

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109658		790 RAMADA BISMARCK HOTEL	176.40						
1	2953/4	02/08/23 Hotel	176.40			1000 414101	340		101000
		Total for Vendor:	176.40						
109617		2982 RDO EQUIPMENT CO	1,592.04						
1	P1382554	01/03/23 CURV CARB	1,592.04			1000 430000	381		101000
		Total for Vendor:	1,592.04						
109605		3893 RDO TRUCK CENTERS	170.32						
1	789837F	03/24/23 7042 STEP	170.32			4387 480000	427		101000
109680		3893 RDO TRUCK CENTERS	1,397.01						
1	790109F	03/27/23 7042 OIL FILTER KIT	534.28			4387 480000	427		101000
2	789930F	03/27/23 7042 PUMP	692.41			4387 480000	427		101000
3	790019F	03/27/23 7042 STEP	170.32			4387 480000	427		101000
		Total for Vendor:	1,567.33						
109590	106773S	1464 RED RIVER VALLEY FOP LODGE #1	759.00						
1	03/24/23	MARCH 2023	759.00			1000 212526			101000
		Total for Vendor:	759.00						
109748		4451 RTL CONSTRUCTION INC	138,973.97						
1	02/28/23	Fire Headquarters pymt 7	138,973.97			4795 480000	670		101000
		Total for Vendor:	138,973.97						
109562		1071 S & S PROMOTIONAL GROUP	304.50						
1	14801	02/20/23 t-shirts battle of badge	304.50			2529 375000			101000
		Total for Vendor:	304.50						
109725		3353 SAM'S CLUB MC/SYNCB	531.32						
1	03/21/23	EE OF THE QTR GC	143.96			1000 450000	490		101000
2	03/21/23	PW LUNCH SUPPLIES	58.38			1000 430000	490		101000
3	03/16/23	KITCHEN SUPPLIES	328.98			6020 450000	500		101000
		Total for Vendor:	531.32						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
109706		1881 SAM'S CLUB/SYNCHRONY BANK	8.04								
1	03/23/23	Late charge-cks sent out late	8.04			2060		415200	720		101000
		Total for Vendor:	8.04								
109549	106737S	437 SANDY'S DONUTS & COFFEE SHOP	45.90								
1	922216 03/16/23	bakery for CPA	45.90			1000		421000	375	12	101000
109570		437 SANDY'S DONUTS & COFFEE SHOP	22.95								
1	922715 03/23/23	bakery for senior CPA	22.95			1000		421000	375		101000
109707		437 SANDY'S DONUTS & COFFEE SHOP	39.40								
1	8292 09/28/22	Account Cr from 09/28/22	-29.45			2060		415200	375		101000
2	923015 03/29/23	Comm. health Alliance	68.85			2060		415200	375		101000
		Total for Vendor:	108.25								
109708		140 SANFORD AMBULANCE	32.50								
1	42638 03/21/23	BLS heartcode B Gaugler	32.50			2060		415200	245		101000
		Total for Vendor:	32.50								
109623		2728 SCOTT TIFFANY	139.73								
1	03/22/23	TRAVEL REIMBURSEMENT	139.73			1000		430000	340		101000
		Total for Vendor:	139.73								
109628		3330 SHAWN HANSON	273.00								
1	03/27/23	TRAVEL REIMBURSEMENT	273.00			1000		430001	340		101000
		Total for Vendor:	273.00								
109660		2885 SHORTPRINTER	51.40								
1	134992 03/17/23	BUSINESS CARDS (BREE & CLAIRE)	51.40			7000		411600	668		101000
		Total for Vendor:	51.40								
109634		91 SIGN SOLUTIONS USA	8,174.12								
1	405285 03/16/23	SIGNS	639.02			1000		430000	487		101000
2	405287 03/16/23	SIGNS	43.84			1000		430000	487		101000
3	405286 03/16/23	SIGNS	395.18			1000		430000	487		101000
4	405289 03/16/23	SIGNS	7,096.08			1000		430000	487		101000
		Total for Vendor:	8,174.12								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109676		4790 SIOUX CORPORATION	2,316.75						
1	190356	03/24/23 3052/3053 WATER FEEDER/PARTS	2,316.75			1000 430000	427		101000
		Total for Vendor:	2,316.75						
109731		3528 SNACKS PLUS VENDING	129.00						
1	5940373262	03/24/23 COFFEE	129.00			6020 450000	500		101000
		Total for Vendor:	129.00						
109596		274 STEVE MOTTINGER	5,000.00						
1	04/01/23	court appointed attorney	5,000.00			1000 412000	310		101000
		Total for Vendor:	5,000.00						
109604		733 SWANSTON EQUIPMENT CORP.	1,970.96						
1	P88992	03/22/23 3035 SHAFT RETURN	-548.04			1000 430000	427		101000
2	P89008	03/22/23 CUTTING EDGE	1,129.52			1000 430001	381		101000
3	P88991	03/22/23 3035 TIRE	1,389.48			1000 430000	427		101000
		Total for Vendor:	1,970.96						
109556		2485 SYLVIE SCHWEYEN	245.00						
1	03/22/23	meal reimb	245.00			1000 421000	340		101000
		Total for Vendor:	245.00						
109613		2491 TEAM LABORATORY CHEMICAL, LLC	3,090.00						
1	0034462	03/14/23 EZ DOSE IT	3,090.00			6025 450000	825		101000
		Total for Vendor:	3,090.00						
109643		4787 The Appraisal Office	2,600.00						
1	506 1st	03/22/23 506 1st Ave NW-Sloughing miti	650.00			4901 415000	418		101000
2	508 1st	03/22/23 508 1st Ave NW-Sloughing miti	650.00			4902 415000	418		101000
3	510 1st	03/22/23 510 1st Ave NW-Sloughing Miti	650.00			4903 415000	418		101000
4	512 1st	03/22/23 512 1st Ave NW-Sloughing Miti	650.00			4904 415000	418		101000
		Total for Vendor:	2,600.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109635		1234 TOOL WAREHOUSE INC	27.38						
1	0272995	03/20/23 3/4 DRIVE	27.38			1000 430000	432		101000
		Total for Vendor:	27.38						
109624		3787 TUCKER BUCHOLZ	472.36						
1	03/27/23	TRAVEL REIMBURSEMENT	472.36			6020 450000	340		101000
		Total for Vendor:	472.36						
109602		665 TWIN CITY GARAGE DOOR	214.00						
1	697701	03/22/23 ROLLER 3" TR8 10 BAL	19.00			6010 450200	433		101000
2	689858	12/13/22 LIFEMASTER CPS U EYES	150.00			6020 450000	420		101000
3	697200	03/16/23 CHB TRAN 893 MAX	45.00			6020 450000	420		101000
109615		665 TWIN CITY GARAGE DOOR	3,050.00						
1	Z233881	02/28/23 LIFT STATION DOOR REPAIR	3,050.00			6025 450000	826		101000
		Total for Vendor:	3,264.00						
109657		2951 TYLER TECHNOLOGIES, INC	506.36						
1	020-141645	02/28/23 OTC	506.36			1000 412000	740		101000
		Total for Vendor:	506.36						
109551	106741S	3668 VERIZON WIRELESS	12,560.53						
1	9929507769	02/08/23 feb 2023 pd passport	261.98			1000 421000	356		101000
2	9929507769	02/08/23 feb 2023 ch city admin	47.40			1000 414100	356		101000
3	9929507769	02/08/23 feb 2023 ch econ developme	47.40			1000 414102	356		101000
4	9929507769	02/08/23 feb 2023 HR	193.48			1000 414103	356		101000
5	9929507769	02/08/23 feb 2023 IT	406.18			1000 414104	356		101000
6	9929507769	02/08/23 feb 2023 engineering	529.24			1000 414200	356		101000
7	9929507769	02/08/23 feb 2023 commission	87.41			1000 415000	356		101000
8	9929507769	02/08/23 feb 2023 communication	137.20			1000 416200	356		101000
9	9929507769	02/08/23 feb 2023 planning	222.00			1000 418000	356		101000
10	9929507769	02/08/23 feb 2023 pd cell phones	4,030.01			1000 421000	356		101000
11	9929507769	02/08/23 feb 2023 pd bait phone	42.40			1000 421000	356		101000
12	9929507769	02/08/23 feb 2023 pd mdc	680.17			1000 421000	356		101000
13	9929507769	02/08/23 feb 2023 pd cp	523.17			1000 421000	356		101000
14	9929507769	02/08/23 feb 2023 pd invest	40.01			1000 421000	356		101000

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15	9929507769	02/08/23 feb 2023 pd icac	42.40			1000 421000	356		101000
16	9929507769	02/08/23 feb 2023 pd polecam	80.02			1000 421000	356		101000
17	9929507769	02/08/23 feb 2023 pd invest trailer	80.02			1000 421000	356		101000
18	9929507769	02/08/23 feb 2023 pd invest alpr	40.01			1000 421000	356		101000
19	9929507769	02/08/23 feb 2023 pw street	364.87			1000 430000	356		101000
20	9929507769	02/08/23 feb 2023 pw row	82.41			1000 430001	356		101000
21	9929507769	02/08/23 feb 2023 pw	729.07			1000 450000	356		101000
22	9929507769	02/08/23 feb 2023 pw b&g	249.62			1000 455000	356		101000
23	9929507769	02/08/23 feb 2023 fire	1,531.94			2060 415200	356		101000
24	9929507769	02/08/23 feb 2023 fire drone	40.01			2060 416200	356		101000
25	9929507769	02/08/23 feb 2023 pw forestry	94.80			2210 428000	356		101000
26	9929507769	02/08/23 feb 2023 pw sanitation	819.92			6010 450200	356		101000
27	9929507769	02/08/23 feb 2023 pw water	597.42			6020 450000	356		101000
28	9929507769	02/08/23 feb 2023 pw sewer	432.55			6025 450000	356		101000
29	9929507769	02/08/23 feb 2023 library	127.42			7000 411600	356		101000
109568		3668 VERIZON WIRELESS	163.15						
1	9929009834	02/02/23 Jan/Feb 2023 river sensors	163.15			6020 450000	345		101000
		Total for Vendor:	12,723.68						
109601		544 WALLWORK TRUCK CENTER	14.84						
1	01P353748	03/22/23 243 AIR HOSE	10.96			6020 450000	427		101000
2	01P342777	02/14/23 407 QP KIT RETURN	-28.00			6010 450200	427		101000
3	01P333254	01/18/23 7045 HUB CAP	61.46			4387 480000	427		101000
4	03/27/23	UNNAPPLIED CREDIT ON ACCT	-29.58			6010 450200	427		101000
		Total for Vendor:	14.84						
109713		3062 WELK'S LAWN CARE LLC	1,800.00						
1	16308 03/19/23	SNOW REMOVAL	1,800.00			1000 430000	307		101000
		Total for Vendor:	1,800.00						
109742		2945 WEST FARGO AREA COMMUNITY	1,525.50						
1	03/31/23	reimb supplies	1,525.50			1000 415000	374		101000
		Total for Vendor:	1,525.50						

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109583		566 WEST FARGO PARK DISTRICT	714,758.03						
1	March 2023 State Aid		80,836.71			2050 451000	992		101000
2	2017-1 Brooks Harbor El. Park		24,875.69			8605 451000	630		101000
3	2014-2 Goldenwood Area Park		37,431.79			8610 451000	630		101000
4	8615 Shadowwood 2010 Specials		7,968.56			8615 451000	630		101000
5	2011 Maple Ridge Specials		12,056.66			8620 451000	630		101000
6	8625 Park 2011-1 Specials		97,878.28			8625 451000	630		101000
7	06-2017-2 The Wilds Specials		97,906.86			8630 451000	630		101000
8	2014 Rivers Bend Specials		91,669.63			8635 451000	630		101000
9	Rendezvous Park		159,391.11			8640 451000	630		101000
10	Maplewood Park		104,742.74			8645 451000	630		101000
		Total for Vendor:	714,758.03						
109690		2184 WEST SIDE STEEL	479.10						
1	5718 03/29/23 SHEET METAL		479.10			6010 450200	914		101000
109715		2184 WEST SIDE STEEL	511.63						
1	5684 03/24/23 SHEET METAL		31.09			6010 450200	914		101000
2	5687 03/23/23 METAL - WA		160.18			6020 450000	427		101000
3	5687 03/23/23 METAL - SW		160.18			6025 450000	427		101000
4	5687 03/23/23 METAL - ST		160.18			1000 430000	427		101000
		Total for Vendor:	990.73						
109593	106774S	3549 WEX	2,189.55						
1	03/24/23 MED MARCH 2023		214.58			1000 212530			101000
2	03/24/23 DEP MARCH 2023		1,974.97			1000 212523			101000
		Total for Vendor:	2,189.55						
109591	106775S	3827 WF IAFF	640.00						
1	03/24/23 MARCH 2023		640.00			1000 212552			101000
		Total for Vendor:	640.00						
109662		549 WF PUB SCHOOLS DIST #6	10,032.50						
1	MISC06925 03/16/23 APRIL RENT		10,032.50			7000 411600	333		101000
		Total for Vendor:	10,032.50						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109709		338 XCEL ENERGY	3,464.85						
1	819207065	03/09/23 51-6685031-3 March Utilitie	3,464.85			2060 415200	527		101000
Total for Vendor:			3,464.85						
# of Claims			208	Total: 2154,818.82	# of Vendors	170			

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: March 17, 2023
3. AGENDA TITLE:
Final Plat Approval - Kost 4th Addition, a retracement plat of Lots 1-4, Block 1 of Kost 2nd, City of West Fargo, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Applicant has submitted a request to combine four lots under common ownership into one for future light industrial development. At their March 7, 2023 meeting, the Planning & Zoning Commission recommended approval of the retracement plat.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 144, 152 160 8th Avenue NW and 801 Armour St NW (Lots 1-4, Block 1 of Kost 2nd Addition), City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Final Plat Approval of Kost 4th Addition.

STAFF REPORT

A23-8 COMBINATION/RETRACEMENT PLAT	
Kost 4 th Addition	
Lots 1-4, Block 1 of Kost 2 nd Addition, City of West Fargo, North Dakota	
Owner/Applicant: Red River Refrigeration	Staff Contact: Lisa Sankey
Planning & Zoning Commission:	03-07-2023 - Approval
City Commission:	04-03-2023

PURPOSE:

Combination of four existing platted lots into one.

STATEMENTS OF FACT:

Land Use Classification:	G-3: Employment Growth Sector (existing)
Existing Land Use:	Office/Shop
Current Zoning District(s):	LI: Light Industrial
Zoning Overlay District(s):	n/a
Proposed Lot size(s) or range:	1.53 Acres
Adjacent Zoning Districts:	LI: Light Industrial; R-5: Manufactured Home Subdivision
Adjacent street(s):	Armour St NW (Local); 8 th Avenue NW (Local)
Adjacent Bike/Pedestrian Facilities:	12 th Avenue NW Multi-Use Path within ¼ miles
Available Parks/Trail Facilities:	Goldenwood Park within ½ miles

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to combine four previously subdivided lots.
- Property owners wishing to combine properties which have been previously platted for the purpose of building across lot lines and/or increasing lot area to address district requirements may submit a retracement plat provided the following conditions are met:
 1. No additional right-of-way is required or being established.
 2. There is no proposed or perceived need of public improvements as a result of the combining of platted lots.
 3. Lots to be combined are contiguous and under common ownership.
- The owner intends to construct additional shop space on the property in the future.
- The proposed retracement plat will not affect the property or use. The retracement plat will be given a subdivision name with a lot and block number, which will be of benefit to the City and Cass County for administration purposes.
- With retracement plats there are no street right-of-way dedication or park dedication requirements.
- A public hearing is not required, though the applicant must plat the property according to platting standards and the plat must be reviewed by the Planning and Zoning and City Commissions.

STAFF REPORT

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- The building administrator indicated the proposed lot combine would keep the buildings in compliance with the building code.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The proposed application is consistent with the City plans and ordinances.

PLANNING AND ZONING RECOMMENDATION:

At their March 7, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed retracement plat on the basis it is consistent with City plans and ordinances.

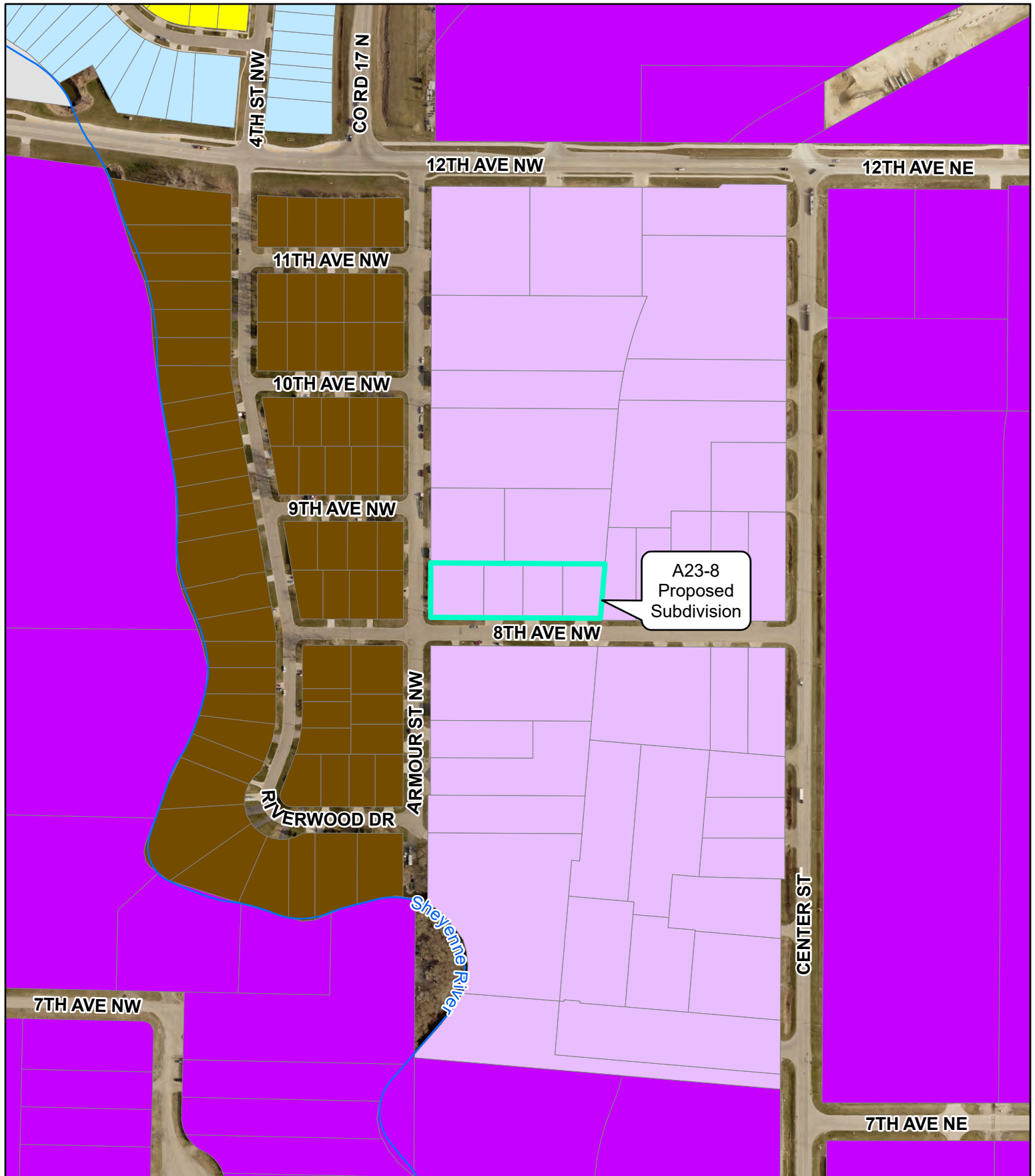
RECOMMENDATION:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

Attachments:

- Aerial map
- Zoning map
- Final Plat





West Fargo Zoning

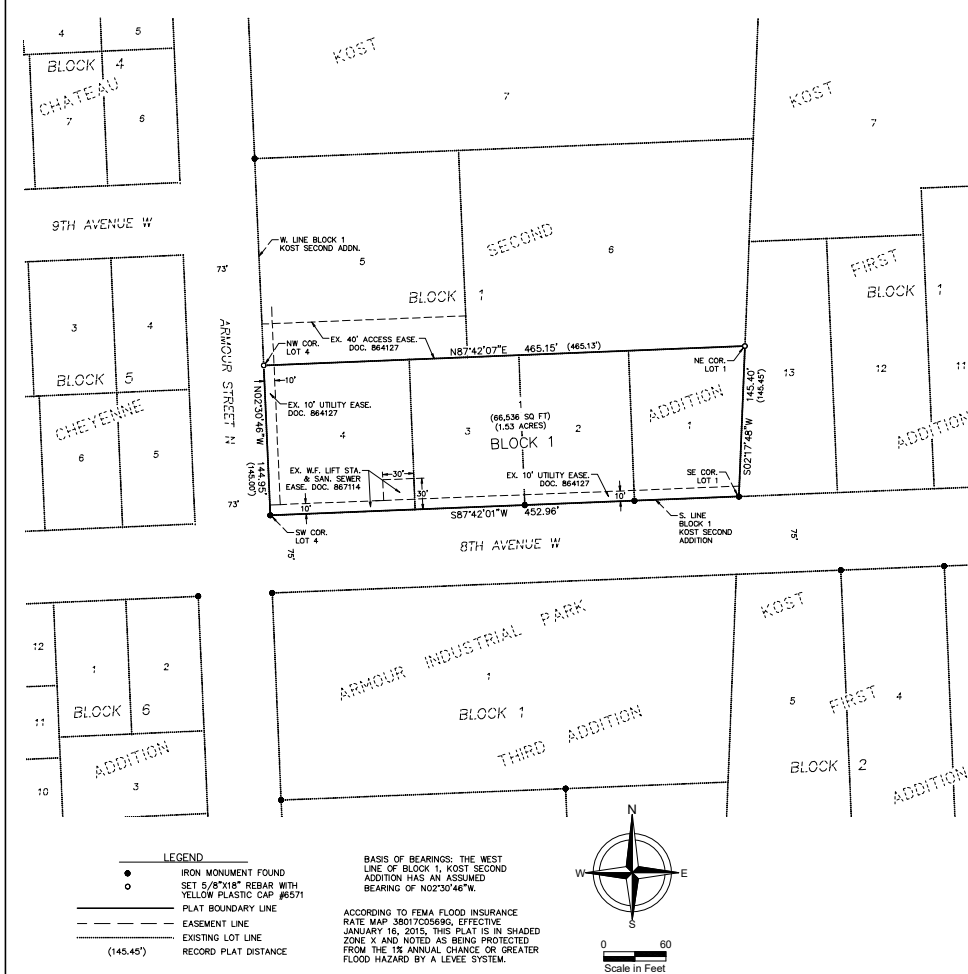
- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



0 230 460 US Feet



CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "KOST FOURTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, KOST SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOTS 1 THROUGH 4, BLOCK 1, KOST SECOND ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 1.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



PLAT OF KOST FOURTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, KOST SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "KOST FOURTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 THROUGH 4, BLOCK 1, KOST SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION OF THE REGISTERED LAND SURVEYOR IS CORRECT.

CONTRACT FOR DEED VENDOR: KRC ENTERPRISE LLP

CONTRACT FOR DEED VENDEE: RED RIVER REFRIGERATION, INC.

RICHARD HILSCHER, MANAGING PARTNER
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

TODD MOELLER, PRESIDENT
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICHARD HILSCHER, MANAGING PARTNER OF KRC ENTERPRISE LLP, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF KRC ENTERPRISE LLP.

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD MOELLER, PRESIDENT OF RED RIVER REFRIGERATION, INC., KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF RED RIVER REFRIGERATION, INC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2023.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 1
PROJ. NO. 22988



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (2-2023)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

West Fargo Baseball, Inc.

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Barcode Bar & Grill

Street 835 23rd Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of Twenty-One tables, if zero, enter "0" 1	

Specific location where games of chance will be conducted and played at the site (required)

Bar Room

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☒ Bingo	☐ Club Special	☒ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☒ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **EPIC Charities, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Spicy Pie West Fargo			
Street 745 31st Avenue East, Ste. 110	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/23	Ending Date(s) Authorized 6/30/24	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) See attached Exhibit A as reflected in highlighted area.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheels with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
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RETURN ALL DOCUMENTS TO:

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Telephone: 701-328-2329 **OR** 800-326-9240

Interior Partition Types

- ① PARTITION
- ② PARTITION
- ③ PARTITION



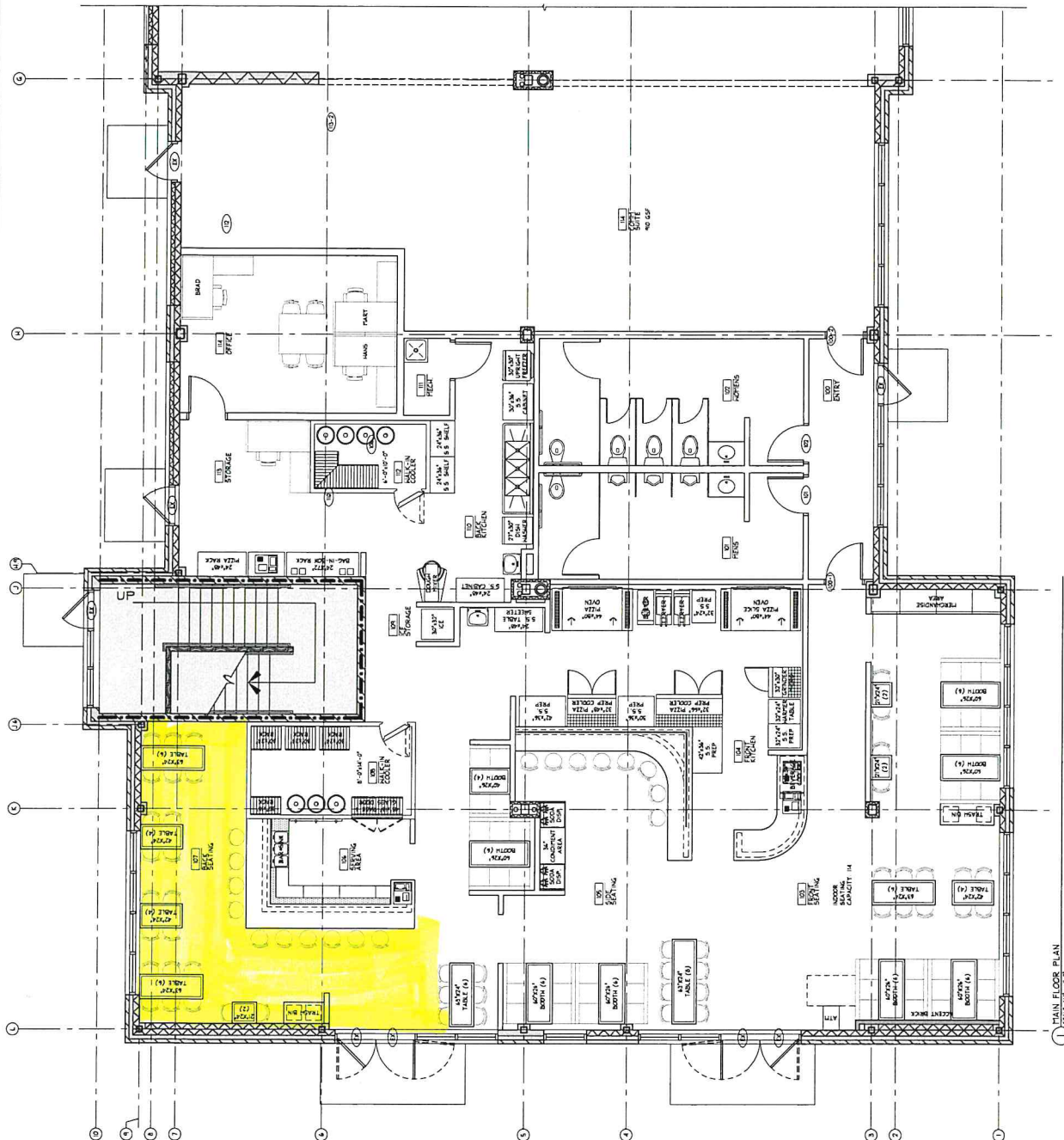
I hereby certify that this plan and specification were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.
 Brian C. Berg
 Date: 8/24/2011 Registration No. 117/B



SPICY PIE RESTAURANT
BOULEVARD SQUARE
WEST FARGO, NORTH DAKOTA

MAIN FLOOR PLAN

Project No. 13027
Date: April 11, 2011
A3.0



① MAIN FLOOR PLAN
SCALE: 1/4" = 1'-0"



To: West Fargo City Commission
From: Library Director, Betty Adams
Date: April 3, 2023
Subject: Request for support of Library Services
Action: Approval of intended actions by the Library Board and Staff in the event of HB 1205 and SB 2360 becoming law

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Vacant, Administrator

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

HB1205 and SB 2360 greatly impact the current scope of service the West Fargo Public Library provides to our community. These bills intend to redefine the current Century Code Section 12.1-27.1 pertaining to Obscenity.

Specifically, HB 1205, has passed both the House and Senate and is now to be decided by the Governor no later than Monday evening, otherwise, it is enacted into law. The library then has until August to be in compliance with the law. The crucial part of HB 1205 that greatly impacts the library and all areas of service, is page 1, lines 22-24 (Section 1.3-b), where it states library collections must ensure conformance with the requirement, "[to develop] a book collection that is appropriate for the age and **maturity levels of the individuals who may access the materials**, and which is suitable for, and consistent with, the purpose of the library." The bolded area is the crucial wording that impacts the full functionality of the current library, as all materials are accessible to the public in a public space.

Here are some examples of service limitations and options the library would need to determine in the event each becomes law:

- Removal of access to digital collections (including hoopla and Libby, research databases, and shared databases)
- Adult and Young Adult driven collections would require physical barriers or full reduction in material availability
 - Additional staff may be needed to check IDs for verification of age
 - Parents/Guardians would be in violation of our Unattended Children's Policy if youth are brought to the library at the same time a parent/guardian is in the adult collection
- Interlibrary loan of materials between states would no longer exist

- All-ages events & restroom access would require staff to escort patrons with youth to designated areas to assure no access is provided to potential inappropriate age and maturity level materials
- Parental/guardian rights are removed when in the public library
- Children would be restricted from searching the catalog
 - Catalog would not be available to the public
- Free Book Fridays and Book Sales would be removed or limited to legal adults without minors present
- Building closure to assess and move collections to secure areas based on age and maturity access
 - Audiobooks
 - Large Print
 - DVDs
 - Computers (would be restricted for all minors)

If this language is interpreted to its logical end, all collections throughout the library would need to be downgraded to that of the most minor of citizens, in order for the full space and collection to remain defined as a public library. The restrictions above remove the public portion of the library, by limiting access and requiring identification to be presented for usage and access.

Each individual violation of these new bills would result in a Class B misdemeanor charge against library staff, which includes a prison sentence of up to 30 days and/or a fine of up to \$1,500. Class B misdemeanors cannot be expunged in North Dakota.

Considerations the Library will evaluate in order to remain compliant:

- Staff that are 18+ are the only ones allowed in the library and pull requests made by patrons
 - The catalog only being searchable by staff, will field requests submitted by calls, online, and in-person at a service station outside of the library
- Times of restricted access for designated age groups to age-appropriate collections
 - Programming also would be restricted
- Partnership with Minnesota for directing community members to full access public library services

It is the Library Board's decision then, that if the bills become law, they will join the growing list of North Dakota communities in taking legal action in an effort to overturn the ruling. Today, the Library Board and Staff request the Commission to vote to support the potential actions of the Board and Staff to continue to provide the wide range of public services and accessibility to all forms of information that we currently do.

Policy Analysis:

The full impact of these bills becoming law is still unknown. However, the majority of our policies will require revision as services offered will be reduced and collection scope redefined.

Financial Analysis:

The legal representation is being done pro-bono and will have no financial impact on the City or Library.

The Bills may have unforeseen financial impacts due to limiting Library services, accessibility of public space, and redefining or eliminating many of the services currently provided to all citizens. (Please see attached Fiscal Notes provided by the North Dakota State Library.)

Process/Timeline:

Determined by actions of the House, Senate, and Governor.

**FIRST ENGROSSMENT
with House Amendments
ENGROSSED SENATE BILL NO. 2360**

Introduced by

Senators Boehm, Beard, Hogue, Paulson, Wobbema

Representative Kasper

1 A BILL for an Act to create and enact a new subsection to section 12.1-27.1-01 and a new
2 section to chapter 12.1-27.1 of the North Dakota Century Code, relating to the definition of a
3 public library and required safety policies and technology protection measures; to amend and
4 reenact subsection 5 of section 12.1-27.1-01, sections 12.1-27.1-03.1, and 12.1-27.1-11 of the
5 North Dakota Century Code, relating to obscenity control; and to provide a penalty.

6 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

7 **SECTION 1. AMENDMENT.** Subsection 5 of section 12.1-27.1-01 of the North Dakota
8 Century Code is amended and reenacted as follows:

9 5. As used in this chapter, the terms "obscene material" and "obscene performance"
10 mean material or a performance which:

11 a. Taken as a whole, the average person, applying contemporary North Dakota
12 standards, would find predominantly appeals to a prurient interest;

13 b. Depicts or describes in a patently offensive manner sexual conduct, whether
14 normal or perverted; and

15 c. Taken as a whole, the reasonable person would find lacking in serious literary,
16 artistic, political, or scientific value.

17 Whether material or a performance is obscene must be judged with reference to
18 ~~ordinary~~reasonable adults, unless it appears from the character of the material or the
19 circumstances of its dissemination that the material or performance is designed for
20 minors or other specially susceptible audience, in which case the material or
21 performance must be judged with reference to that type of audience.

22 **SECTION 2.** A new subsection to section 12.1-27.1-01 of the North Dakota Century Code is
23 created and enacted as follows:

1 As used in this chapter, the term "public library" means a library containing collections
2 of books or periodicals for the general population to read, borrow, or refer to which is
3 supported with funds derived from taxation.

4 **SECTION 3. AMENDMENT.** Section 12.1-27.1-03.1 of the North Dakota Century Code is
5 amended and reenacted as follows:

6 **12.1-27.1-03.1. Objectionable materials or performance - Display to minors -**
7 **Definitions - Penalty.**

- 8 1. A person is guilty of a class B misdemeanor if ~~he~~the person willfully displays at
9 newsstands or any other business establishment frequented by minors, or where
10 minors are or may be invited as a part of the general public, any photograph, book,
11 paperback book, pamphlet, or magazine, the exposed cover or available content of
12 which either contains explicit sexual material that is harmful to minors or exploits, is
13 devoted to, or is principally made up of depictions of nude or partially denuded human
14 figures posed or presented in a manner to exploit sex, lust, or perversion for
15 commercial gain.
- 16 2. As used in this section:
- 17 a. "Explicit sexual material" means any material which:
- 18 (1) Taken as a whole, appeals to the prurient interest of minors;
- 19 (2) Is patently offensive under prevailing standards in the adult community in
20 North Dakota as a whole with respect to what is suitable material for minors;
21 and
- 22 (3) Taken as a whole, lacks serious literary, artistic, political, or scientific value
23 for minors.
- 24 b. "Nude or partially denuded human figures" means less than completely and
25 opaquely covered human genitals, pubic regions, female breasts or a female
26 breast, if the breast or breasts are exposed below a point immediately above the
27 top of the areola, or human buttocks; and includes human male genitals in a
28 discernibly turgid state even if completely and opaquely covered.
- 29 ~~b-c.~~ "Where minors are or may be invited as a part of the general public" includes any
30 public roadway ~~or~~, public walkway, public library, or public school library.

e.d. The above ~~shall~~may not be construed to include a ~~bona fide school~~, college, university, museum, ~~public library~~, or art gallery.

SECTION 4. AMENDMENT. Section 12.1-27.1-11 of the North Dakota Century Code is amended and reenacted as follows:

12.1-27.1-11. Exceptions to criminal liability.

Sections 12.1-27.1-01 and 12.1-27.1-03 shall not apply to the possession or distribution of material in the course of law enforcement, judicial, or legislative activities; or to the possession of material by a ~~bona fide school~~, college, university, museum, or public library for limited access for educational research purposes carried on at such an institution by adults only.

Sections 12.1-27.1-01 and 12.1-27.1-03 shall also not apply to a person who is returning material, found to be obscene, to the distributor or publisher initially delivering it to the person returning it.

SECTION 5. A new section to chapter 12.1-27.1 of the North Dakota Century Code is created and enacted as follows:

Safety policies and technology protection measures required - Report - Penalty.

1. A school district, state agency, or public library may offer digital or online library database resources to students in kindergarten through twelfth grade if the person providing the resources verifies all the resources comply with subsection 2.
2. Digital or online library database resources offered by a school district, state agency, or public library to students in kindergarten through twelfth grade must have safety policies and technology protection measures that:
 - a. Prohibit and prevent a user of the resource from sending, receiving, viewing, or downloading materials constituting an obscene performance or explicit sexual material; and
 - b. Filter or block access to explicit sexual material.
3. Notwithstanding any contract provision, if a provider of digital or online library resources fails to comply with subsection 2, the school district, state agency, or public library shall withhold any further payments to the provider pending verification of compliance.
4. If a provider of digital or online library database resources fails to timely verify the provider is in compliance with the safety policies and requirements of subsection 2, the

1 school district, state agency, or public library shall consider the provider's act of
2 noncompliance a breach of contract.

3 5. A public school library and a public library shall submit an aggregate written report to
4 the legislative management no later than December first of each year regarding any
5 issues related to provider compliance with technology protection measures required by
6 subsection 2.

7 6. An employee of a school district, state agency, or public library who willfully exposes
8 explicit sexual material to a minor in violation of this section is guilty of a class B
9 misdemeanor.

FISCAL NOTE
SENATE BILL NO. 2360
LC# 23.0672.06000
03/30/2023

1 - State Fiscal Effect

Identify the state fiscal effect and the fiscal effect on agency appropriations compared to funding levels and appropriations anticipated under current law.

	2021-2023 Biennium		2023-2025 Biennium		2025-2027 Biennium	
	General Fund	Other Funds	General Fund	Other Funds	General Fund	Other Funds
Revenues						
Expenditures			\$269,038		\$173,721	
Appropriations			\$269,038		\$173,721	

2 - County, City, School District, and Township Fiscal Effect

Identify the fiscal effect on the appropriate political subdivision.

	2021-2023 Biennium	2023-2025 Biennium	2025-2027 Biennium
Counties			
Cities			
School Districts			
Townships			

3 - Bill and Fiscal Impact Summary

Provide a brief summary of the measure, including description of the provisions having fiscal impact (limited to 300 characters).

SB2360 will create and amend century code relating to obscenity control, required safety policies and technology measures and to define public libraries. Sections 2, 3, 5 will have fiscal impacts on the State Library as well as public and school libraries. Section 4 will also impact school libraries

4 - Fiscal Impact Sections Detail

Identify and provide a brief description of the sections of the measure which have fiscal impact. Include any assumptions and comments relevant to the analysis.

Section 2 includes a definition of public libraries that includes the State Library.

Section 3 of the bill will require the State Library, public and public school libraries to review the young adult non-fiction collection, certain sections of the adult non-fiction collection, periodicals, and the e-book and e-magazine

collections.

Section 5 will require NDSL to receive certification from vendors of Online Library Resources (OLRs) or databases; to collect reports of any incidents; and to disseminate the information to the libraries. Some of the OLRs are purchased jointly in partnership with Minnesota and South Dakota; Minnesota holds the contracts for these resources.

5 - Revenues Detail

For information shown under state fiscal effect in 1 or 2, please explain the revenue amounts. Provide detail, when appropriate, for each revenue type and fund affected and any amounts included in the executive budget.

6 - Expenditures Detail

For information shown under state fiscal effect in 1 or 2, please explain the expenditure amounts. Provide detail, when appropriate, for each agency, line item, and fund affected and the number of FTE positions affected.

The State Library will need to review portions of the collection for young adults, sections of the non-fiction collection and the e-magazine and e-nonfiction collections. Items that are purchased going forward will need to be reviewed more granularly to determine compliance with the law. NDSL would need to add 1 FTE professional librarian to manage the collection of materials, including the purchase and maintenance of the Online Library Resources. An increase in general fund appropriation of \$173,721 would need to be included in SB2013. We will need 3 temp employees to help review the e-book, e-magazine, young adult and juvenile collections. An increase in general fund appropriation of \$95,317 would need to be included in SB2013.

Public and school libraries will need to review materials in their young adult fiction, graphic novel, and manga collections as well as non-fiction, periodicals and audiovisual materials. Items purchased going forward will need to be reviewed more granularly to determine compliance with the law. The public and school libraries will need to add additional personnel to manage their collections for compliance with the law. The number of personnel needed will depend on the size of the library collection.

Section 5 will require filtering of computers in public and school libraries. Currently 20% of the public libraries do not filter internet access on their public computers. The Children's Internet Protection Act requires a library or school to filter access if they receive e-rate discounts or federal dollars for computers/technology. The cost to add filters for those public libraries will vary based on the size and needs of the library. Smaller libraries may be able to utilize Open DNS, which would provide simple filtering at no cost. Local public schools may need to add additional filters for student emails and google accounts and additional staff to monitor the filter, follow up on red flags, blocks/unblocks, and to work with administration on the response. Public libraries may need additional filtering for public access computers.

NDSL purchases a suite of Online Library Resources (OLRs) or databases in partnership with Minnesota and South Dakota. Minnesota manages the procurement process and holds the contracts for that suite. NDSL purchases additional OLRs for use in North Dakota only. Last fiscal year, the total cost for our online resources was \$439,000 which includes the cost for the State Library, ODIN (our statewide shared circulation system which is part of NDUS) and the local libraries portion. We are still trying to determine the impact of this bill on the joint OLRs and if NDSL will have to purchase these resources on our own going forward. Minnesota currently handles the procurement of these resources. We expect to be able to continue the partnership. Public and school libraries will need to communicate with NDSL regarding the compliance report that is required. NDSL will have to assign an employee to coordinate the collection of the compliance reports and the dissemination of the information to the library community.

The other potential impact is on InterLibrary Loan (ILL). It is unclear how materials received through ILL from other states would be impacted by this bill. NDSL currently facilitates 21,000 ILLs for individuals directly and through local libraries. If staff need to review items received through ILL, NDSL would need additional staff to help facilitate that process.

7 - Appropriations Detail

For information shown under state fiscal effect in 1 or 2, please explain the appropriation amounts. Provide detail, when appropriate, for each agency and fund affected. Explain the relationship between the amounts shown for expenditures and appropriations. Indicate whether the appropriation or a part of the appropriation is included in the executive budget or relates to a continuing appropriation.

In the 2023-25 biennium the North Dakota State Library would need a general fund appropriation in SB2013 of \$269,038. In the 2025-27 biennium the North Dakota State Library would need a general fund appropriation in SB2013 of \$173,721.

Contact Information

Name: Mary Soucie

Agency: State Library

Telephone: 7013284654

Date Prepared: 03/30/2023

Thank you, Mr. Chairman and members of the Judiciary committee for the opportunity to testify **neutrally in relation to SB 2360**. My name is Betty Adams and I am the incoming Chair of the **Intellectual Freedom Committee for the North Dakota Library Association**. I aim to present to you from an Intellectual Freedom standpoint, the implications of this bill if it were to pass, and the current procedures of libraries within the state to better inform you on your decision.

Intellectual Freedom, A Definition:

"Intellectual freedom is the right of every individual to both seek and receive information from all points of view without restriction. It provides for free access to all expressions of ideas through which any and all sides of a question, cause or movement may be explored."¹

Public Library and Public Impact of SB2360

A public library is often referred to as "the poor man's university." The removal of (p. 3; line 12-13) "or public library for limited access for educational research purposes carried on at such an institution by adults only" further constrains the public's access to openly seek and receive information without restriction, the new restriction being, only those fortunate enough to go to college may access even the most basic of research access.

The alteration of (p. 2; line 13) "is principally made up of" to "contains" opens censorship (the suppression of ideas and information) to cover large swaths of current materials available in North Dakota libraries, from film, audio, and written word. Even the classic title, *The Adventures of Huckleberry Finn* would be removed from every citizen due to the time Huck is on the river containing described nudity.

The way SB 2360 is written, would require every library to either remove all materials of questionable obscenity from the entire North Dakota public body, or require construction of private rooms where strictly questionable materials may reside and require a security system for each library, to be paid by their community.

If restriction is the option presented, it would in essence, turn public libraries from public spaces into adult only spaces. The restricted collection size of every library impacted would be inclusive of materials publishers and the public currently deem for all ages, due to the broad definition of "explicit sexual material" including sex-based classifications² and sexual activity. Both of these are introduced in educational materials for all ages, in every story about a family (as a mother is a sex-based classification, as is a father, brother, son, daughter, aunt, grandmother, and so on and so forth), in political non-fiction

¹ *Research guides: Intellectual freedom: Intellectual freedom*. Intellectual Freedom - Intellectual Freedom - Research Guides at Wayne State University. (n.d.). Retrieved March 13, 2023, from <https://guides.lib.wayne.edu/IntellectualFreedom#:~:text=What%20Is%20Intellectual%20Freedom%3F%20Intellectual%20freedom%20is%20the,a%20question%2C%20cause%20or%20movement%20may%20be%20explored>.

² *The emerging bifurcated standard for classifications based on sex*. (n.d.). Retrieved March 13, 2023, from <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=2518&context=dlj>

(feminist and men's rights movements), legal and law materials, psychology and medical research, and even government and citizen related materials currently openly distributed by North Dakota government agencies provided that obtaining a driver's license requires sex-based classification identification.

Children's Section

If the current form of the bill is updated to reflect language addressing the area of focus to be the library "children's section," this would add a different level of gray, similar to what is stated above. Being that most libraries are open spaces, defined only by shelving, a children's section often is near another collection and therefore accessible by children. The "public" portion of a library would be erased if there would be areas deemed inaccessible by children. This then would cause for libraries to either staff people in areas of the library to conform with the regulations presented, to exclude access by non-adult patrons to a previously public area. An alternative, as noted above, would be to structurally altering all public library facilities through constructing restricted areas. The financial burden of adding staff or building upgrades is one that needs to be considered for the long-term implications of this bill. Without this consideration, many public libraries would require extended closure due to financial insufficiencies to meet the needs to accommodate the bill, or to acquire the funding in time.

It also needs to be considered and defined as to what encompasses the term "children." If it is meant to be a minor (someone under 18), there is a concern for restricting access to those wanting to learn about the natural developments of the human body through puberty. Another area of information to consider that would be restricted by a minor limitation to access includes vital health resources for those who become pregnant prior to turning 18 years of age.

Conclusion

Thank you for taking the time to review this information. There are many factors that have yet to be mentioned in this letter, that are mentioned by others, as well as unforeseen complications that may only come up if this bill is introduced. I trust you to make an informed decision that is in the best interest of the full public which you serve.

Betty Adams

West Fargo, Intellectual Freedom Committee, North Dakota Library Association

CHAPTER 12.1-27.1 OBSCENITY CONTROL

12.1-27.1-01. Obscenity - Definitions - Dissemination - Classification of offenses.

1. A person is guilty of a class C felony if, knowing of its character, the person disseminates obscene material or if the person produces, transports, or sends obscene material with intent that it be disseminated.
2. A person is guilty of a class C felony if the person presents or directs an obscene performance for pecuniary gain or participates in any portion of a performance which contributes to the obscenity of the performance as a whole.
3. A person is guilty of a class C felony if the person, as owner or manager of an establishment licensed under section 5-02-01, permits an obscene performance in the establishment. A person is guilty of a class C felony if that person participates, whether or not for compensation, in an obscene performance in an establishment licensed under section 5-02-01.
4.
 - a. In addition to the penalty provided in subsection 1, 2, or 3, any person who violates subsection 1, 2, or 3 in the course of a commercial or for-profit activity or transaction in which the offender had or shared ownership, control, managerial responsibility, or a financial interest other than wages is subject to the following penalty:
 - (1) For an individual, a fine not to exceed ten thousand dollars; or
 - (2) For a corporation, limited liability company, association, partnership, or other legal entity, a fine not to exceed twenty-five thousand dollars.
 - b. In addition to the penalty provided in subsection 1, 2, or 3, the court shall impose the following penalty upon the conviction of a person or entity described in subdivision a for a second or subsequent offense under subsection 1, 2, or 3:
 - (1) For an individual, a fine not to exceed fifty thousand dollars; or
 - (2) For a corporation, limited liability company, association, partnership, or other legal entity, a fine not to exceed one hundred thousand dollars.
5. As used in this chapter, the terms "obscene material" and "obscene performance" mean material or a performance which:
 - a. Taken as a whole, the average person, applying contemporary North Dakota standards, would find predominantly appeals to a prurient interest;
 - b. Depicts or describes in a patently offensive manner sexual conduct, whether normal or perverted; and
 - c. Taken as a whole, the reasonable person would find lacking in serious literary, artistic, political, or scientific value.

Whether material or a performance is obscene must be judged with reference to ordinary adults, unless it appears from the character of the material or the circumstances of its dissemination that the material or performance is designed for minors or other specially susceptible audience, in which case the material or performance must be judged with reference to that type of audience.
6. As used in this chapter, "disseminate" means to sell, lease, rent, advertise, broadcast, transmit, exhibit, or distribute for pecuniary gain. "Disseminate" includes any transmission of visual material shown on a cable television system, whether or not accompanied by a soundtrack, and any sound recording played on a cable television system.
7. As used in this chapter, the term "material" means any physical object, including, but not limited to, any type of book, sound recording, film, or picture used as a means of presenting or communicating information, knowledge, sensation, image, or emotion to or through a human being's receptive senses.
8. As used in this chapter, the term "patently offensive" means so offensive on its face as to affront the contemporary North Dakota standards of decency.
9. As used in this chapter, the term "performance" means any play, dance, or other exhibition presented before an audience.

10. As used in this chapter, the term "prurient interest" means a voyeuristic, lascivious, degrading, shameful, or morbid interest in nudity, sex, or excretion that goes substantially beyond customary limits of candor in description or representation of those matters.
11. As used in this chapter, the term "sexual conduct" means actual or simulated:
 - a. Sexual intercourse;
 - b. Sodomy;
 - c. Sexual bestiality;
 - d. Masturbation;
 - e. Sadomasochistic abuse;
 - f. Excretion; or
 - g. Lewd exhibition of the male or female genitals.

As used in this subsection, the term "sodomy" means contact between the penis and the anus, the mouth and the penis, the mouth and the vulva, or the mouth and the anus. As used in this subsection, the term "sadomasochistic abuse" means a depiction or description of flagellation or torture by or upon a person who is nude or clad in undergarments or in a bizarre or revealing costume; or the condition of being fettered, bound, or otherwise physically restrained on the part of one so clothed.
12. As used in this chapter, the term "book" means any book, magazine, pamphlet, newspaper, or other article made out of paper and containing printed, typewritten, or handwritten words.
13. As used in this chapter, "sexually expressive image" means a photograph or visual representation that exhibits a nude or partially denuded human figure, as defined in section 12.1-27.1-03.1, or sexual conduct.

12.1-27.1-02. Promoting obscenity to minors - Definitions.

As used in this section and in section 12.1-27.1-03:

1. "Promote" means to produce, direct, manufacture, issue, sell, lend, mail, publish, distribute, exhibit, or advertise.
2. "Harmful to minors" means that quality of any description or representation, in whatever form of sexual conduct or sexual excitement, when such description or representation:
 - a. Considered as a whole, appeals to the prurient sexual interest of minors;
 - b. Is patently offensive to prevailing standards in the adult community in North Dakota as a whole with respect to what is suitable material for minors; and
 - c. Considered as a whole, lacks serious literary, artistic, political, or scientific value for minors.
3. "Sexual excitement" means the condition of human male or female genitals when in a state of sexual stimulation or arousal.

12.1-27.1-03. Promoting obscenity to minors - Minor performing in obscene performance - Classification of offenses.

1. It is a class C felony for a person, knowing of its character, to recklessly promote to a minor any material or performance which is harmful to minors, or to admit a minor to premises where a performance harmful to minors is exhibited or takes place.
2. It is a class C felony to permit a minor to participate in a performance which is harmful to minors.

12.1-27.1-03.1. Objectionable materials or performance - Display to minors - Definitions - Penalty.

1. A person is guilty of a class B misdemeanor if he willfully displays at newsstands or any other business establishment frequented by minors, or where minors are or may be invited as a part of the general public, any photograph, book, paperback book, pamphlet, or magazine, the exposed cover or available content of which exploits, is devoted to, or is principally made up of depictions of nude or partially denuded human

figures posed or presented in a manner to exploit sex, lust, or perversion for commercial gain.

2. As used in this section:

- a. "Nude or partially denuded human figures" means less than completely and opaquely covered human genitals, pubic regions, female breasts or a female breast, if the breast or breasts are exposed below a point immediately above the top of the areola, or human buttocks; and includes human male genitals in a discernibly turgid state even if completely and opaquely covered.
- b. "Where minors are or may be invited as a part of the general public" includes any public roadway or public walkway.
- c. The above shall not be construed to include a bona fide school, college, university, museum, public library, or art gallery.

12.1-27.1-03.2. Exhibition of X-rated motion picture in unscreened outdoor theater - Penalty.

Any person who, knowing of its character, exhibits any motion picture rated X by the motion picture association of America in any outdoor theater where the screen is visible beyond the limits of the theater audience area, so that the motion picture may be seen and its content or character distinguished by normal unaided vision by a minor viewing it from beyond the limits of the theater audience area, is guilty of a class B misdemeanor.

12.1-27.1-03.3. Creation, possession, or dissemination of sexually expressive images prohibited - Exception.

1. A person is guilty of a class A misdemeanor if, knowing of its character and content, that person:
 - a. Without written consent from each individual who has a reasonable expectation of privacy in the image, surreptitiously creates or willfully possesses a sexually expressive image that was surreptitiously created; or
 - b. Distributes or publishes, electronically or otherwise, a sexually expressive image with the intent to cause emotional harm or humiliation to any individual depicted in the sexually expressive image who has a reasonable expectation of privacy in the image, or after being given notice by an individual or parent or guardian of the individual who is depicted in a sexually expressive image that the individual, parent, or guardian does not consent to the distribution or publication of the sexually expressive image.
2. A person is guilty of a class B misdemeanor if, knowing of its character and content, that person acquires and knowingly distributes any sexually expressive image that was created without the consent of the subject of the image.
3. This section does not authorize any act prohibited by any other law. If the sexually expressive image is of a minor and possession does not violate section 12.1-27.2-04.1, a parent or guardian of the minor may give permission for a person to possess or distribute the sexually expressive image.
4. This section does not apply to any book, photograph, video recording, motion picture film, or other visual representation sold in the normal course of business through wholesale or retail outlets that possess a valid sales tax permit or used by an attorney, attorney's agent, or any other person obtaining evidence for a criminal investigation or pending civil action, or by a medical professional or a peace officer acting within that individual's scope of employment.

12.1-27.1-04. Definitions.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-05. Civil proceeding a prerequisite to criminal liability.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-06. Commencement of civil proceeding - Intervention - Seizure of materials.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-07. Procedures - Expanded district court - Appeal.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-08. Judgment - Effect - Notice to constructive defendants - Use in criminal prosecutions.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-09. Preliminary injunction - Limitations.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-10. Conflicting decisions - Resolution.

Repealed by S.L. 1981, ch. 157, § 1.

12.1-27.1-11. Exceptions to criminal liability.

Sections 12.1-27.1-01 and 12.1-27.1-03 shall not apply to the possession or distribution of material in the course of law enforcement, judicial, or legislative activities; or to the possession of material by a bona fide school, college, university, museum, or public library for limited access for educational research purposes carried on at such an institution by adults only. Sections 12.1-27.1-01 and 12.1-27.1-03 shall also not apply to a person who is returning material, found to be obscene, to the distributor or publisher initially delivering it to the person returning it.

12.1-27.1-12. State pre-emption of local laws regulating obscenity.

This chapter shall be applicable and uniform throughout the state, and no political subdivision shall enact new, or enforce existing, ordinances or resolutions regulating or prohibiting the dissemination of obscene materials, or controlling obscene performances, except ordinances authorized by section 5-02-09, section 58-03-11, chapter 11-33, or chapter 40-47.

**FIRST ENGROSSMENT
with Senate Amendments
ENGROSSED HOUSE BILL NO. 1205**

Introduced by

Representatives Lefor, Steiner

1 A BILL for an Act to create and enact a new section to chapter 12.1-27.1 of the North Dakota
2 Century Code, relating to prohibiting public libraries from maintaining explicit sexual material; to
3 provide for a legislative management report; and to provide for application.

4 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

5 **SECTION 1.** A new section to chapter 12.1-27.1 of the North Dakota Century Code is
6 created and enacted as follows:

7 **Public libraries prohibited from maintaining explicit sexual material - Report.**

8 1. As used in this section:

9 a. "Explicit sexual material" means any material which:

10 (1) Taken as a whole, appeals to the prurient interest of minors;

11 (2) Is patently offensive to prevailing standards in the adult community in North
12 Dakota as a whole with respect to what is suitable material for minors; and

13 (3) Taken as a whole, lacks serious literary, artistic, political, or scientific value
14 for minors.

15 b. "Public library" means a library established under chapter 40-38.

16 2. A public library may not maintain in its children's collection inventory books that
17 contain explicit sexual material.

18 3. By January 1, 2024, each public library shall develop a policy and process for
19 reviewing library collections to ensure conformance with the requirements of this
20 section. The policy must include a procedure:

21 a. For the removal or relocation of explicit sexual material in the public library;

22 b. For the development of a book collection that is appropriate for the age and
23 maturity levels of the individuals who may access the materials, and which is
24 suitable for, and consistent with, the purpose of the library;

1 c. For the public library to receive, evaluate, and respond to a request from an
2 individual regarding the removal or relocation of one or more of the books or
3 other materials in the library collection containing explicit sexual material; and

4 d. To periodically review the library collection to ensure the library collection does
5 not contain explicit sexual material in the children's collection.

6 4. Each public library shall provide a compliance report to the legislative management
7 before May 1, 2024, on the implementation of collection development and relocation of
8 materials policies as required by this section and to ensure sufficient compliance with
9 this section.

10 **SECTION 2. APPLICATION.** This Act applies to any children's book inventory maintained
11 by a public library after March 31, 2024.



To: West Fargo City Commission

From: Aaron Nelson, Planning Director

Date: April 3, 2023

Subject: Annual Review of Neighborhood Revitalization Program

Action: Direct Staff to Continue to Partner with Gate City Bank

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant Administrator

Summary & Recommendation:

Since the program's inception in 2019, the City of West Fargo has annually partnered with Gate City Bank to administer the West Fargo Neighborhood Revitalization Program—a low-interest loan program for home improvement projects in select areas. Once again, Gate City Bank is setting aside \$2 million for this program in 2023, and will provide program information at the April 3 City Commission meeting.

To be eligible for the program, the home must be located within West Fargo corporate limits, located north of Interstate 94, and have an assessed value of less than \$275,000. The program offers low-interest loans of \$10,000 to \$100,000 for qualified home improvement projects. Eligible projects include such things as energy improvements, code compliance, foundation/structural improvements, building additions, and general property upgrades (not including appliances and the like). Additional program details are attached and can be found on the City's program website at: <https://www.westfargond.gov/894/Neighborhood-Revitalization-Program>.

Recommended Action:

It is recommended that the City Commission reapprove the program for 2023 by directing staff to continue to partner with Gate City Bank to promote and administer the program.

Policy Analysis:

This program focuses on reinvesting in West Fargo's older neighborhoods—a key goal of the West Fargo 2.0 Comprehensive Plan. In 2022, the program assisted 12 projects within West Fargo, totaling \$412,130 in improvements to residential properties.

Financial Analysis:

Aside from staff time spent reviewing applications and doing construction-related inspections there is no financial costs to the City of West Fargo. The program seeks to help maintain a strong housing stock and associated tax base within the City.

Attachment

Better Starts Close to Home.

You take a lot of care and pride in the place you call home. We do, too.

West Fargo Neighborhood Revitalization Program

- Rates as low as 3.01% APR*
- 10- or 15-year options
- \$10,000-\$100,000 for qualified home improvement projects
- For homes within the City of West Fargo municipal boundaries and north of Interstate 94 with an assessed value less than \$275,000

Apply by October 31, 2023!

Contact the City of West Fargo Planning and Zoning Department at 701-515-5370.

At Gate City Bank, we're proud to support and invest in the City of West Fargo with low-interest loans for homeowners, encouraging the preservation of older homes and beautiful neighborhoods in the communities we serve.



701-293-2400 • 800-423-3344 • GateCity.Bank
43 locations in North Dakota and central Minnesota

*Terms and conditions may apply. A \$50,000 home equity loan at 3.00% interest rate for 120 monthly payments of \$482.92 will have a 3.01% annual percentage rate. Residence must be occupied by owner. Subject to home evaluation and credit qualification.



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey

2. PHONE NUMBER: 515-5376 DATE: March 21, 2023

3. AGENDA TITLE:

Saucke Subdivision Final Plat Approval and Conditional Use Permit for a private non-commercial recreational building in a rural estate zoned district located in the city's extraterritorial area.

4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Final Plat Approval and Conditional Use Permit private non-commercial recreational building in a rural estate zoned district located in the city's extraterritorial area. The Planning & Zoning Commission recommended approval of the Replat and Conditional Use Permit at their January 10, 2023 meeting.

5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Located on Lots 10-15, Block 1 of Quam's Subdivision and all of vacated Short Street, Cass County, North Dakota

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval and Approve the Conditional Use Permit request based on conditions listed in the Staff Report.

STAFF REPORT

A23-3 REPLAT & CONDITIONAL USE PERMIT	
Saucke Subdivision	
Lots 10-15, Block 1 of Quam's Subdivision and all of vacated Short Street, Cass County, North Dakota	
Owner/Applicant: Ben Saucke	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	01-10-2023
City Commission Final Plat Approval:	04-03-2023

PURPOSE:

Replat previously subdivided lots into two and vacate right-of-way for development. Construct a 4,000 square foot (80 x 50) building for a private non-commercial recreational building in a rural estate zoned district located in the city's extraterritorial area.

STATEMENTS OF FACT:

Land Use Classification:	G-1 – Sub Urban – Restricted Growth Sector (ETJ)
Existing Land Use:	Vacant
Current Zoning District(s):	R-1E: Rural Estate District
Zoning Overlay District(s):	CO: Corridor Overlay District (County Hwy 17N)
Proposed Lot size(s) or range:	Lot 1 -.67 Acres; Lot 2 – 1.26 Acres
Total area size:	1.93 Acres
Adjacent Zoning Districts:	R-1E: Rural Estate District
Adjacent street(s):	19 th Avenue NW (Township Road); Short Street (Township); Hyde Street (Township)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Park Dedication Requirements:	N/A

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for replat and a preliminary plat for property located in the City's extraterritorial (ET) area about 1 mile north of West Fargo City Limits.
- The applicant owns four lots on the south side of 19th Avenue NW, west of Cass County Highway #17 North and proposes subdividing their property, along with two lots to the west which are owned by Cass County, into two lots for development of proposed Lot 2. Proposed Lot 1 is a Cass County Flood Property and is undevelopable.
- Seventy-five feet of right-of-way is proposed along 19th Avenue NW as part of this plat. Along Hyde Street 35' of right-of-way is in place.
- The area is within a Special Flood Hazard Area (SFHA). Any development will be required to meet all applicable Federal, State, and Local regulations.
- A portion of the plat is within the CO-SR: Sheyenne River Corridor Overlay District, and as such the 100' riverbank control line should be included on the final plat.
- The applicant has also submitted an application for a Conditional Use Permit for the purpose of building a 4,000 square foot building for a private non-commercial recreational building.

STAFF REPORT

- A private noncommercial recreational or cultural facility is defined as being a facility catering exclusively to members and their guests, or premises and buildings for recreational or athletic purposes which are not conducted primarily for gain.
- The applicant has submitted a narrative describing the proposed use, indicating he has four young children and would like to utilize the site for youth activities, leisure hobbies and storage of personal items for recreational purposes. He also has indicated he leases several adjacent Cass County Flood properties and maintains (mows) the site and has a right to post the properties.
- The R-1E: Rural Estate zoning district allows for accessory structures greater than 1,000 ft² as a conditional use provided they are in character with the development pattern of the subdivision they are in.
- While this is not an accessory building, which is defined as a use structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure, the applicant has indicated the proposed structure will be comparable in terms of building materials to other buildings in the area and has submitted photos of similar elevations in the area with his application and indicated the exterior finish would be similar.
- The applicant has provided a site plan which shows the structure will be built setback 80', toward the southern portion of the lot.
- In the past conditional use permits were approved in the Woodland Estates Subdivision north of this area for 2,160 to 2,400 square foot accessory buildings. In recent years there have been two 2,400 ft² accessory buildings approved in the Selberg subdivisions, which is a mile north of this development
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - Access is proposed via 19th Avenue NW and has been reviewed initially by Reed Township, who has referred the applicant to Houston Engineering (Township Engineer) for analysis of culvert size, as well as an engineering study be submitted as part of the plans for an access permit.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.

STAFF REPORT

- No concerns noted
- 7. Required yards and other open space.
 - No concerns noted.
- 8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
- 9. General compatibility with adjacent properties and other property in the district.
 - The land adjacent to this area is R-1E: Rural Estate District and similar style and sized accessory buildings have been previously approved within the subdivision.

NOTICES:

Sent to:	Property Owners within 350 feet. Applicable Agencies and Departments, including Reed Township officials, Cass County Planning and the Cass County Sanitarian.
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Comments Received:

- An area property owner called asking for more information regarding the proposed use.
- An email was received from a property owner to the north with concerns with development so close to the Cass County Flood Buyout parcels and that it would cause issues with flooding. The property owner was also concerned with the use of the flood buyout properties.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential should the new diversion be built. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-planned new development could occur around the identified potential Future Mixed-Use and Employment Centers.
- The application is providing a comparable use, similar to residential uses in the area and therefore the application may be considered consistent with the Comprehensive Plan.

PLANNING AND ZONING RECOMMENDATION:

At their January 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision and conditional use permit subject to the following:

1. The building is constructed of the same color and materials as similar structures in the area.
2. A Signed Conditional Use Permit Agreement is received.
3. The applicant is to meet all Federal, State, and Local requirements for improvements to the site and structures.
4. Any concerns from Fargo/Cass Public Health with regard to on-site septic system on the newly proposed lot is addressed and/or reviewed by the applicant prior to consideration of final plat.

UPDATE

- During the public hearing area residents asked for clarification regarding the use of the site, as well

STAFF REPORT

as building materials, height and lot coverage. The applicant indicated he did not intend to have outdoor storage or utilize the property for recreational vehicles (ATV's, dirt bikes or snow mobiles), as he doesn't own any. He would like to have indoor recreational items such as a batting cage, golf simulator for his children to use. This would not be a recreational facility open to the public.

- The structure would similar in height and materials to residential structures in the area. As per the ordinance, the building materials which are spelled out in 4-441.1. Building Construction Standards, in which basically no visible galvanized or unfinished steel, galvalum or unfinished aluminum buildings (walls or roofs) – materials that would show rust/corrosion, would be allowed.
- Also during the public hearing the Reed Township Chair indicated access would not be allowed via 19th Avenue NW and suggested access from the south via Hyde Street. Townships have jurisdiction over township roads and can require reasonable requirements for installation of an access point.
- According to the County Engineer, in terms of reestablishing Hyde Street, there are some challenges. As per the replat of Quams Second Subdivision in 1997, there is a private access easement running south to 16th Ave NW. This road was removed when we acquired the homes through the flood buyout process 10 years ago. Based on the FEMA Deed Restriction on our buyout lots, the private access easement could still be used. However, this road could not be paved as FEMA allows only pervious surface and specifies no paved roads. There cannot be any additional fill material brought in to raise the road to provide access during floods as fill material is not allowed by FEMA

RECOMMENDATIONS:

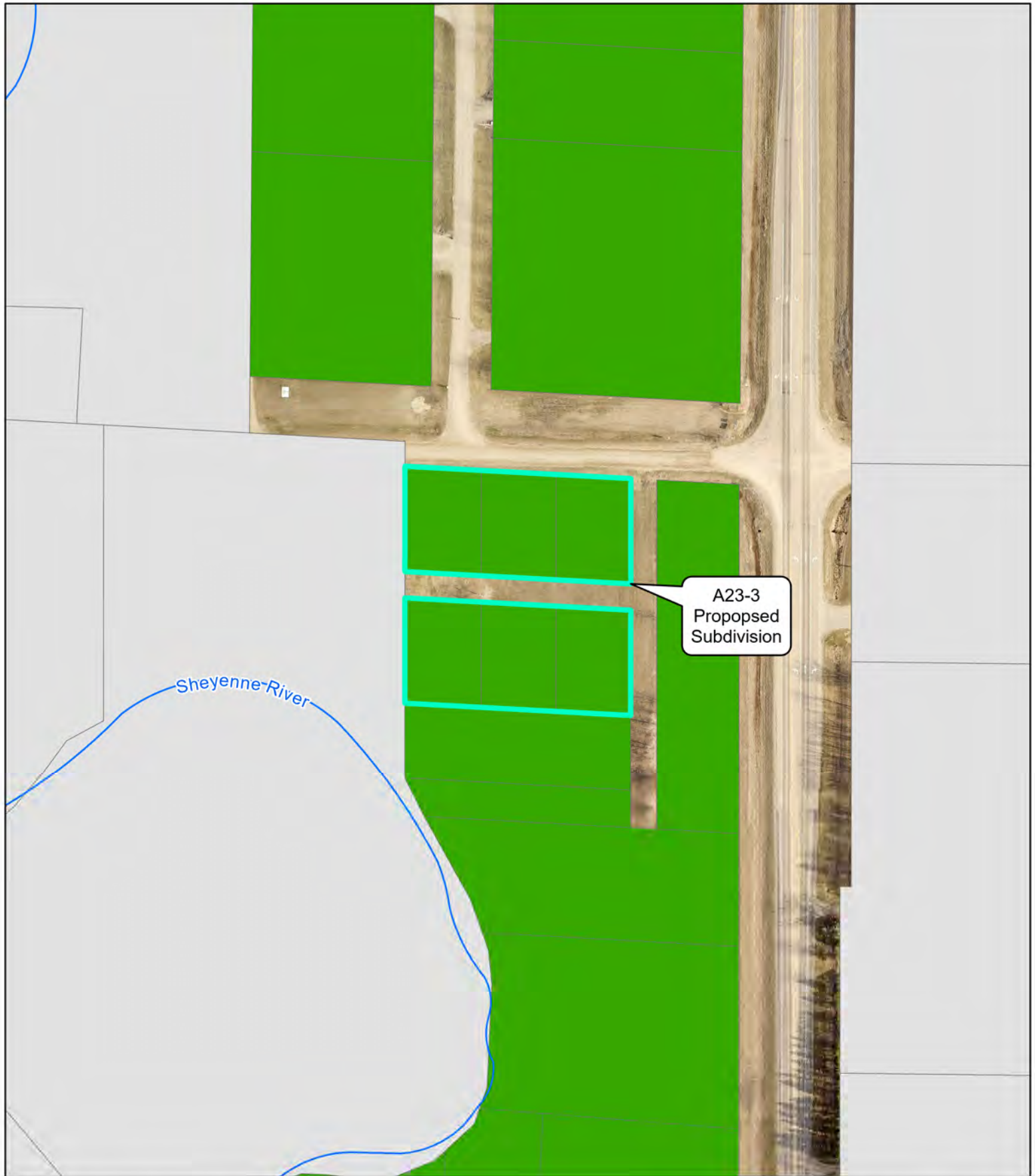
It is recommended that the City approve the proposed Replat and Conditional Use Permit with the conditions listed in the agreement on the basis it complies with City Plans and Ordinances.

Attachments

1. Aerial map
2. Zoning map
3. Applicant's final plat
4. Site Plan
5. Narrative from applicant describing use
6. Public Comments
7. Conditional Use Permit Agreement



A23-3
Proposed
Subdivision



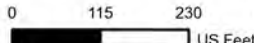


West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

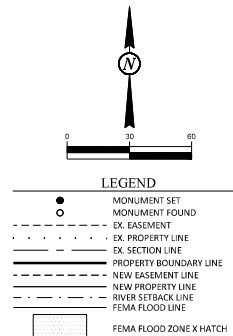
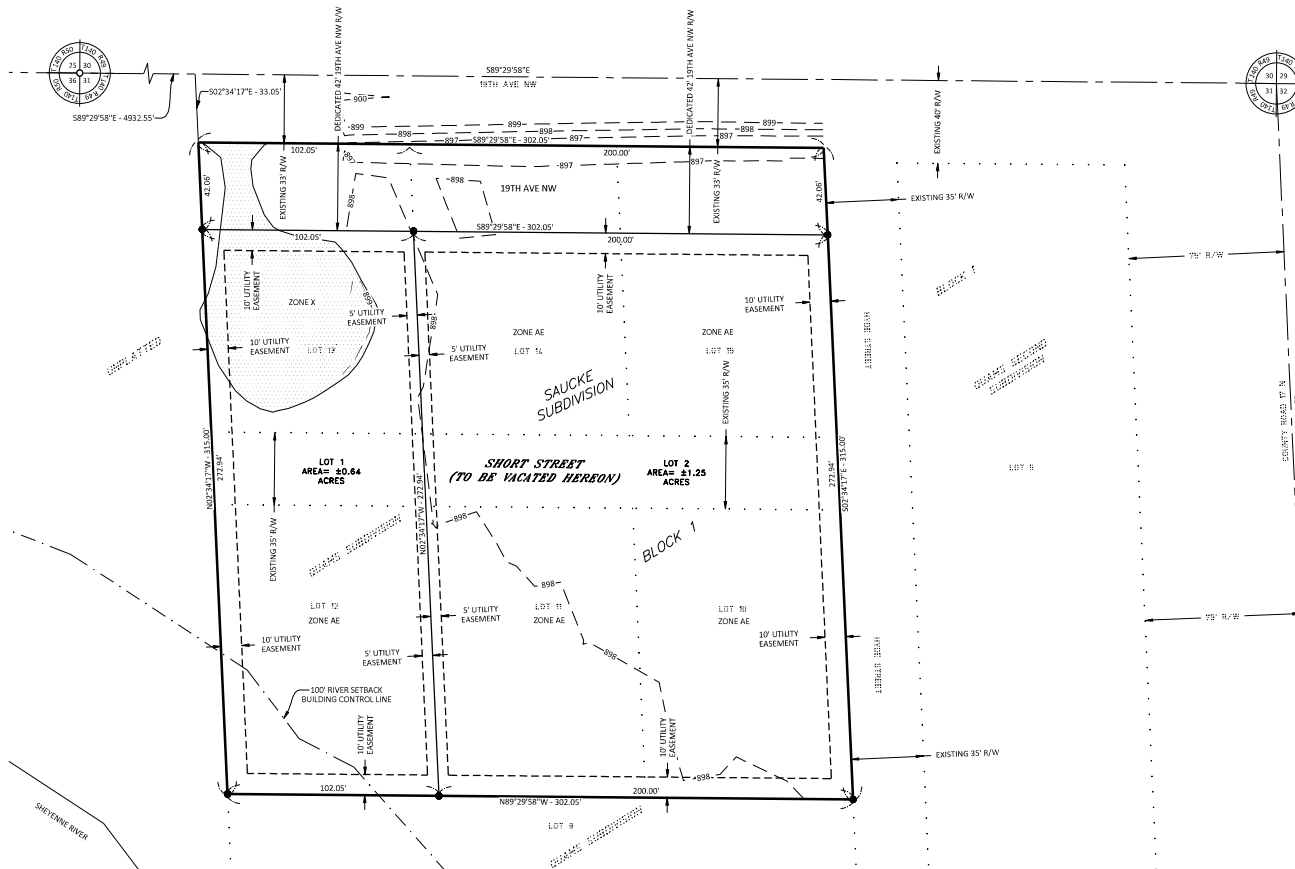
- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential





SAUCKE SUBDIVISION

A REPLAT OF LOTS 10, 11, 12, 13, 14, AND 15 OF QUAMS SUBDIVISION
AND ALL OF VACATED SHORT STREET OF QUAMS SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



FOR RECORDING PURPOSES ONLY

SAUCKE SUBDIVISION
A REPLAT OF LOTS 10, 11, 12, 13, 14, AND 15 OF QUAMS SUBDIVISION
AND ALL OF VACATED SHORT STREET OF QUAMS SUBDIVISION IN THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS' CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT BENJAMIN SAUCKE IS THE OWNER OF LOT 2, BLOCK 1, OF "SAUCKE SUBDIVISION", A REPLAT OF LOTS 10, 11, 12, 13, 14, AND 15 OF QUAMS SUBDIVISION, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, AND THAT CASS COUNTY IS THE OWNER OF LOT 1, BLOCK 1 OF "SAUCKE SUBDIVISION" A REPLAT OF LOTS 10, 11, 12, 13, 14, AND 15 OF QUAMS SUBDIVISION, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINS 1.89 ACRES, MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEY, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. SAID SAUCKE SUBDIVISION CONSISTS OF 2 LOTS AND 1 BLOCK, AND CONTAINS 1.89 ACRES, MORE OR LESS, AND IS SUBJECT TO RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY. WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE, ALL STREETS AND EASEMENTS AS SHOWN ON THE PLAT.

BY: _____
BENJAMIN SAUCKE
OWNER: LOT 2, BLOCK 1

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BENJAMIN SAUCKE, TO ME KNOWN BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
CASS COUNTY

BY: _____
CHAD PETERSON, CASS COUNTY BOARD OF COMMISSIONERS CHAIRMAN
CASS COUNTY, NORTH DAKOTA
OWNER: LOT 1, BLOCK 1

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHAD PETERSON, TO ME KNOWN TO BE THE CHAIRMAN OF THE CASS COUNTY COMMISSIONERS BOARD OF CASS COUNTY, NORTH DAKOTA THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF CASS COUNTY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

BERNIE L. DABBS
PRESIDENT, BOARD OF CITY COMMISSIONERS

TINA FISK
CITY AUDITOR

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DABBS, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, AND TINA FISK, CITY AUDITOR OF THE CITY OF WEST FARGO, TO ME KNOWN BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS "SAUCKE SUBDIVISION", A REPLAT OF LOTS 10, 11, 12, 13, 14, AND 15 OF QUAMS SUBDIVISION, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, AND ALL OF VACATED SHORT STREET OF QUAMS SUBDIVISION, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS HAVE BEEN SET IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS _____ DAY OF _____, 2023.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND REG. NO. 7513

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

DAN HANSON
CITY ENGINEER

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAN HANSON, WEST FARGO CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME, AND I APPROVE THE PLAT AS TO FORM AND EXECUTION. THIS _____ DAY OF _____, 2023.

JOHN T. SHOCKLEY
WEST FARGO CITY ATTORNEY

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

JOSEPH E. KOLB
CHAIRMAN PLANNING COMMISSION

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH E. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CASS COUNTY BOARD OF COMMISSIONER'S APPROVAL

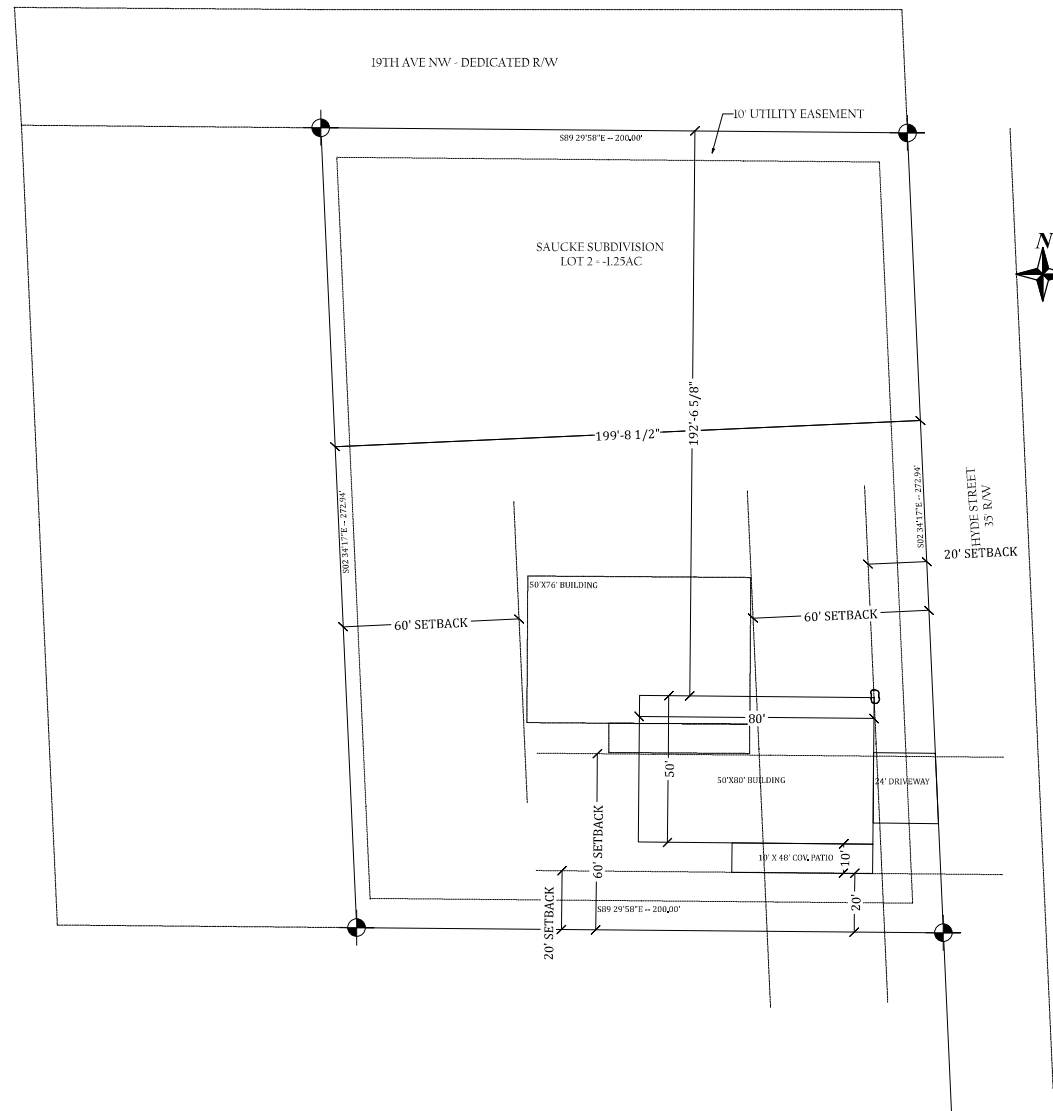
REVIEWED BY CASS COUNTY, NORTH DAKOTA THIS _____ DAY OF _____, 2023.

CHAD PETERSON, CHAIRMAN

ATTEST: _____
BRANDY MADRIGGA, CASS COUNTY FINANCIAL DIRECTOR

FOR RECORDING PURPOSES ONLY

07/02/23 09:43:51 PM J. Neset - Shared File\Code Properties\Jab022 - Project\07104_01m - Casson West Fargo Redistricting - Rpt. 1-16-23.dwg



Project Narrative

The personal hobby building that I am proposing will not have any sort of a commercial element to it. I cannot stress that enough and that is not the line of work I am in. There will not be service vehicles or a yard full of material or clutter. The use of the building will all be related to youth athletics, leisure hobbies and storage of personal items.

I have 4 boys at my house ranging in age from 3 to 13 and all are active in sports to varying degrees. My thoughts are to have a fun place for them to go and be active in a safe environment.

As far as previous uses of the private land and the county parcels in proximity to the site I will state the following observations and facts:

- I currently lease the adjoining 6 parcels from the county and am therefore responsible for its upkeep. As terms of the lease state I am within my rights to restrict access to those parcels.
- I would also like to address the past uses of land in that quadrant. The area in question has long been vacant with absentee owners. People have helped themselves to utilizing the land as they deem appropriate including dumping, riding dirt bikes, atv's and snowmobiles etc. That was one of the motivations for the county to remove the approach so people wouldn't access the parcels as easily and cause mischief.
- I have not spent much time on site yet but I was surprised to see the number of recreational vehicles traveling around the property in all directions and don't believe my project will have an effect on these patterns.

I appreciate the courtesy review and hope this summary provides the additional detail needed to gain a better understanding of the project scope. I look forward to addressing any additional questions that may arise at the planning meeting on January 10th.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Ben Fausch". The signature is written in a cursive, flowing style.

From: [Matthew Heinzen](#)
To: [Lisa A. Sankley](#)
Subject: Conditional permit lot 2 block 1
Date: Tuesday, January 3, 2023 7:40:56 PM
Attachments: [Screenshot 2023-01-03 at 7:27:52 PM.png](#)

Lisa-

I am writing in concern to the recent memorandum if the 4,000 sq foot private non commercial building permit request for lot 2 block 1 of the Saucke Subdivision. The maps appear to be in conflict as you compare the map you provided and the map below. I believe your map is improperly reporting land as owned by the Sauckes when it is in all actuality county flood property.

Further, the land proposed is an area that tends to hold a lot of spring snow melt. The entire area proposed held flood waters through most of the spring 2022. Developing the land would adversely effect the surrounding properties causing flood waters to be dispersed elsewhere. Further the property was once developed and bought out due to flood mitigation efforts. I do not support this as I do not believe the original reason the homes were bought out and subsequently removed has been resolved. That and too include my concern over the map concerns originally listed.

Saucke property line is and should remain what is in line with the east side of Ann Street.

Please contact me if you have any questions.

Cell: 701.306.9386



Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: [Matthew Heinzen](#)
To: [Lisa A. Sankey](#)
Cc: [Aaron M. Nelson](#)
Subject: Re: Conditional permit lot 2 block 1
Date: Wednesday, January 4, 2023 9:58:07 AM

Thank you Lisa.

One last item. Bem Saucke is a commercial realtor building a 4k square foot non-commercial building for personal use. This further solidifies to me the intent for the property is not as proposed.

Thank you again.

Matthew J. Heinzen , PHR, SHRM-CP

From: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Sent: Wednesday, January 4, 2023 9:18:28 AM
To: Matthew Heinzen <matthewheinzen@hotmail.com>
Cc: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: RE: Conditional permit lot 2 block 1

Thank you. Your comments will be added to the record and to the information sent to the Planning and Zoning Commissioners for their review. Lisa



Lisa Sankey
Planner, City of West Fargo

800 Fourth Ave. E., Suite #1
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: Matthew Heinzen <matthewheinzen@hotmail.com>
Sent: Wednesday, January 4, 2023 8:52 AM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Cc: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Re: Conditional permit lot 2 block 1

Thank you Lisa.

I and a number of my neighbors strongly oppose the proposal of development as provided.

To vacate the right of way of short street would further limit walking access of what is public property.

Further a 4,000 square foot building for "personal use" does not seem realistic. I firmly believe in most all cases a building of that size will have some commercial type activity i.e. storage use outside of the Ben Saucke family.

Lastly if the county is to be maintained as county property why would Mr Saucke have posted no trespassing signs on the county property? It appears Me Saucke is already taking liberties with the property that he does not have the authority to impose. I did file a complaint with Sheriff Jesse Jahner and a deputy did look at the property. I do not know if the deputy followed up with Mr Saucke as snowmobilers ignored the signage anyway. However, it was reported. I have photos of the trespassing sign and location if you'd like me to provide.

As always please feel free to contact me with any questions.
Thank you!

Matthew J. Heinzen , PHR, SHRM-CP

From: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Sent: Wednesday, January 4, 2023 8:26:14 AM
To: Matthew Heinzen <matthewheinzen@hotmail.com>
Cc: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: RE: Conditional permit lot 2 block 1

Thank you for your comments. I will forward them on to the Planning and Zoning Commission, as well as the applicable agencies and departments.

The two parcels owned by Cass County will remain Cass County Flood Buyout lots. Mr. Saucke has been in contact with Cass County Engineering, Public Health, as well as the township regarding access and proposed use of his property.

The county parcels were included in the plat as Mr. Saucke is proposing to vacate the right-of-way of Short Street (east/west road) in order to combine the four parcels which he owns, as well as vacating that portion of Short Street in between the two Cass County parcels. Any development will be required to meet all applicable Federal, State, and Local regulations regarding flood hazard areas.



Lisa Sankey
Planner, City of West Fargo

800 Fourth Ave. E., Suite #1
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: Matthew Heinzen <matthewheinzen@hotmail.com>
Sent: Tuesday, January 3, 2023 7:41 PM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: Conditional permit lot 2 block 1

Lisa-

I am writing in concern to the recent memorandum if the 4,000 sq foot private non commercial building permit request for lot 2 block 1 of the Saucke Subdivision. The maps appear to be in conflict as you compare the map you provided and the map below. I believe your map is improperly reporting land as owned by the Sauckes when it is in all actuality county flood property. Further, the land proposed is an area that tends to hold a lot of spring snow melt. The entire area proposed held flood waters through most of the spring 2022. Developing the land would adversely effect the surrounding properties causing flood waters to be dispersed elsewhere. Further the property was once developed and bought out due to flood mitigation efforts. I do not support this as I do not believe the original reason the homes were bought out and subsequently removed has been resolved. That and too include my concern over the map concerns originally listed. Saucke property line is and should remain what is in line with the east side of Ann Street. Please contact me if you have any questions.

Cell: 701.306.9386

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, Benjamin Saucke (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicant** is the legal owner of property located on Lot 2, Block 1 of Saucke Subdivision, Cass County, North Dakota, legally described as (hereinafter referred to as the “Property”):

Lot 2, Block 1 of Saucke Subdivision

NOW, THEREFORE, by order of the West Fargo City Commission, the said applicant is hereby issued a Conditional Use Permit to:

Allow the use of private non-commercial recreational facilities in an R-1E: Rural Estate zoning district

on the above-described Property with the following conditions:

1. The use of the property for private non-commercial recreational facilities will be limited in nature to personal use of the property for athletics, leisure, and hobbies, as outlined within the meeting packet for the January 10, 2023 Planning & Zoning Commission meeting, including project narrative and general building size.
2. The proposed building of approximately 4,000 square feet (50' x 80') shall be constructed of materials and colors similar to other structures in the area, and shall comply with all applicable building and zoning standards, including the building construction standards found in Section 4-441.1 of Title IV of the City Ordinances.
3. The applicant must get access approval from Reed Township for any proposed driveway approaches onto township roads, if necessary.
4. The applicant must meet all Federal, State, and local requirements for improvements to the site and structure, including Section 4-421-B.4.1 of Title IV of the City Ordinances.
5. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
6. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability,

loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.

7. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
8. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the structure from the property by the date stated by the City Commission at the hearing. Applicant shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
9. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
10. The obligations herein shall run with the Property and shall bind the Applicant and the Owner and their successors and assigns.
11. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
12. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this ____ day of _____, 20__.

APPLICANT:

Benjamin Saucke

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Benjamin Saucke, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT:**

Aaron Nelson, AICP, Director of Planning and
Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: March 28, 2023
3. AGENDA TITLE:
Final Plat Approval – Proposed Sukut’s 6th Addition, a replat of Lots 15-20, Block 26 and part of vacated alley in Block 26 of Sukut’s 3rd Subdivision (409 Sheyenne Street), City of West Fargo, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold Final Plat Approval. At their March 7, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision replat on the basis it is consistent with City plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
409 Sheyenne Street (Lots 15-20, Block 26 and part of vacated alley in Block 26 of Sukut’s 3rd Subdivision), City of West Fargo, North Dakota
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Deed and Final Plat

STAFF REPORT

A23-7 REPLAT	
Sukut's 6 th Addition	
Lots 15-20, Block 26 and part of vacated alley in Block 26 of Sukut's 3 rd Subdivision (409 Sheyenne Street), City of West Fargo, North Dakota	
Applicant: Tim Gleason - Kramerica (Enclave) Owner: Bell Bank/Kramerica Properties LLC	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	03-07-2023 – Final Plat Approval
City Commission Final Plat Approval:	04-03-2023

PURPOSE:

Replat to consolidate existing lots into one for redevelopment of property.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Area
Existing Land Use:	Former Financial Institution
Current Zoning District(s):	DMU: Downtown Mixed Use
Zoning Overlay District(s):	n/a
Proposed Lot size(s) or range:	39,909 ft ²
Total area size:	1.03 Acres
Adjacent Zoning Districts:	North & West – DMU: Downtown Mixed Use; South & East – R-3: Multiple Dwellings
Adjacent street(s):	4 th Avenue West (Local); 5 th Avenue West (Local); Sheyenne Street (Arterial), 8 th Ave W (Local)
Adjacent Bike/Pedestrian Facilities:	Adjacent Sidewalks
Available Parks/Trail Facilities:	Sheyenne Plaza across street; South Elementary, Herb Tintes Park, and Veteran's Memorial Pool within ¼ mile.
Park Dedication Requirements:	The area is developed.

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for a replat to consolidate existing lots into one for redevelopment of property.
- In preparation of Sheyenne Street redevelopment, a 20' strip of land was originally deeded to the City of West Fargo along the west portion of the property.
- The applicant is proposing to redevelop the site as an eating and drinking establishment and would like to develop an outdoor patio along Sheyenne Street.
- As such, the City of West Fargo is giving back the four feet which wasn't used for the Sheyenne project and the remaining 16' would be retained by the City and dedicated as public right-of-way.
- The plat will be accompanied by a deed to convey the roughly 4' back to the owner.

NOTICES:

Sent to: Hearing notice in the official newspaper and applicable agencies and departments

STAFF REPORT

Comments Received:

- None received by staff to date.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- This application invests in older neighborhoods, improves the neighborhood design, increases a mix of uses and is consistent with goals of the Comprehensive Plan's Action Plan Big Idea to "Strengthen Neighborhoods and Expand Housing Choice".
- Redevelopment and reinvestment in the site to align with the "Core-Retrofit Growth Sector" will positively impact the City's downtown core area and the proposed design and mixed uses are consistent with the Comprehensive Plan Big Idea to continue to "Establish Downtown as a Cultural Center for West Fargo".

PLANNING AND ZONING RECOMMENDATION:

At their March 7, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision replat on the basis it is consistent with City plans and ordinances.

RECOMMENDATION:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

Attachments:

- Aerial map
- Zoning map
- Plat Overlaid onto Aerial Photo
- Final Plat
- Rendering of proposed eating and drinking establishment
- Quit Claim Deed







West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



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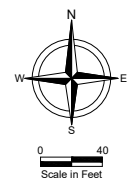
80

160

US Feet



**PLAT OF
SUKUT'S SIXTH ADDITION**
TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 15 THROUGH 20, BLOCK 26, AND
PART OF THE VACATED ALLEY IN BLOCK 26, SUKUT'S THIRD SUBDIVISION
WEST FARGO, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153
 - ⊙ CHISELED "X" IN CONCRETE
 - L ARC LENGTH
 - R RADIUS LENGTH
 - A CENTRAL ANGLE
 - CH CHORD LENGTH
 - CH, BRG. CHORD BEARING
 - (171,279) LOT AREA IN SQUARE FEET

BASIS OF BEARINGS:
THE WEST LINE OF BLOCK 26 HAS AN
ASSIGNED BEARING OF N22°31'17"

CERTIFICATE

AARON SKATTUM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "SUKUT'S SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 15 THROUGH 20, BLOCK 26, AND PART OF THE VACATED ALLEY IN BLOCK 26, SUKUT'S THIRD SUBDIVISION, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS:

LOTS 15 THROUGH 20, BLOCK 26, AND THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 26 BEING DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF LOT 20 OF SAID BLOCK 26, THENCE SOUTH ON THE EAST BOUNDARY LINE OF LOTS 15 THROUGH 20, TO THE SOUTHEAST CORNER OF LOT 15, THENCE EAST 10.00 FEET, THENCE NORTH TO A POINT 10.00 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 10.00 FEET TO THE POINT OF BEGINNING, ALL IN SUKUT'S THIRD SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 8, IN TOWNSHIP 139 NORTH OF RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, SITUATE IN THE CITY OF WEST FARGO, THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA

SAID TRACT CONTAINS 1.03 ACRES, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

AARON SKATTUM
REGISTERED LAND SURVEYOR
REG. NO. LS-6153



STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AARON SKATTUM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SUKUT'S SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 15 THROUGH 20, BLOCK 26, AND PART OF THE VACATED ALLEY IN BLOCK 26, SUKUT'S THIRD SUBDIVISION, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF AARON SKATTUM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT; AND HEREBY DEDICATE SHEYENNE STREET RIGHT-OF-WAY SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: BELL BANK
(ALL EXCEPT DEDICATED RIGHT-OF-WAY)

[name], [title]

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED [name], KNOWN TO ME TO BE THE [title] OF BELL BANK, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT [he/she] EXECUTED THE SAME IN THE NAME OF BELL BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: CITY OF WEST FARGO
(DEDICATED RIGHT-OF-WAY)

BERNIE L. DARDIS
PRESIDENT, WEST FARGO CITY COMMISSION

TINA FISK, CITY ADMINISTRATOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY ADMINISTRATOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2023.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED
THIS _____ DAY OF _____, 2023.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED
THIS _____ DAY OF _____, 2023.

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY ADMINISTRATOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY ADMINISTRATOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED
THIS _____ DAY OF _____, 2023.

DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



**PRELIMINARY
2/2/2023**



SHEET 1 OF 1
PROJ. NO. 23069



QUIT CLAIM DEED

THIS INDENTURE is made this _____ day of _____, 2023, between **CITY OF WEST FARGO**, a North Dakota political subdivision and municipal corporation (“Grantor”), and **KRAMERICA PROPERTIES LLC**, a North Dakota limited liability company (“Grantee”), whose address is 300 23rd Avenue East, Suite 300, West Fargo, North Dakota 58078-2890.

For ten dollars and other good and valuable consideration, Grantor does hereby QUIT CLAIM to Grantee the following described real property in Cass County, North Dakota:

Lots Fifteen, Sixteen, Seventeen, Eighteen, Nineteen and Twenty, in Block Twenty-six, and that portion of the vacated alley in said Block Twenty-six being described as follows, to-wit: Commencing at the Northeast corner of Lot Twenty of said Block Twenty-six, thence South on the East boundary line of Lots Fifteen through Twenty, inclusive, to the Southeast corner of Lot Fifteen, thence East 10 feet, thence North to a point 10 feet East of the point of beginning, thence West 10 feet to the point of beginning, all in Sukut’s Third Subdivision of a part of the Northwest Quarter of Section Eight, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota; EXCEPTING THEREFROM the West 16.88 feet of said Block Twenty-six, as measured at a right angle to and parallel with the West line of said Block Twenty-six.

IN TESTIMONY WHEREOF, Grantor has caused this deed to be executed in its corporate name by one or more corporate officers for the day and year first above written.

CITY OF WEST FARGO

a North Dakota municipal corporation

By: _____
Bernie Dardis, President of the
Board of City Commissioners

By: _____
Tina Fisk, City Administrator

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Bernie Dardis, the President of the Board of City Commissioners of the City of West Fargo, a North Dakota municipal corporation, on behalf of the municipal corporation.

(STAMP)

Notary Public

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tina Fisk, the City Administrator of the City of West Fargo, a North Dakota municipal corporation, on behalf of the municipal corporation.

(STAMP)

Notary Public

I certify that the requirement for a report or statement of full consideration paid does not apply as this transaction is exempt under N. D. Cent. Code 11-18-02.2(6)(h).

Signed: _____ Date: _____, 2023
Grantee or Agent



To: West Fargo City Commission
From: Aaron Nelson, Planning Director
Date: April 3, 2023

Subject: Project Contract for Downtown Master Plan

Action: Approve project contract for Downtown Master Plan

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant Administrator

Summary and Recommendation:

Staff is requesting approval of the attached contract with Bolton & Menk to assist the City with the development of a Downtown Master Plan. The City's consultant selection committee is recommending Bolton & Menk as the preferred team to lead this effort upon review of responses to the City's request for proposals (RFP) for this project. The project will take place through the remainder of 2023; includes robust public/stakeholder engagement; and will focus on placemaking, business development, parking, and future growth of the downtown area.

Recommended Action: Approve the project contract with Bolton & Menk for the Downtown Master Plan project.

Policy Analysis:

The intent of this proposal is to advance the City's goal of *Establishing Downtown as a Cultural Center for West Fargo*, as identified by the citizens of West Fargo within the City's Comprehensive Plan. The project seeks to develop a more nuanced understanding of the downtown area through engaging with citizens and stakeholders, in order to ultimately develop a set of action steps aligned with this overarching community goal.

Financial Analysis:

The project has a not-to-exceed cost of \$150,000. The project will primarily be funded through the City's recent \$100,000 placemaking planning grant award. The remainder of the project will be funded utilizing professional services funds allocated within the 2023 Planning Department budget.

Process/Timeline:

- October 2022 – Placemaking planning grant awarded to City
- November 2022 – Stakeholder discussions on planning focus areas
- December 2022 – Project initiation and City Commission authorization to issue project RFP

-
- January 2023 – Downtown Master Plan RFP posted
 - February/March 2023 – Selection Committee review and recommendation of preferred project team.
 - April 2023 – Contract approval
 - May 2023 – Project kick-off
 - Fall 2023 – Substantial project completion

The competitive RFP process garnered a total of 13 project proposals from across the country and Canada. A selection committee was assembled to recommend a preferred project team to the City Commission. The selection committee included:

- Robin Anderson, City Commission
- Mandy George, City Commission
- Joe Kolb, Chair, Planning & Zoning Commission
- Eric Dodds, Vice Chair, Planning & Zoning Commission
- Eddie Sheeley, Chair, Economic Development Advisory Committee
- Dustin Scott, Assistant City Administrator
- Aaron Nelson, Planning Director

Exhibit A of the attached contract includes the scope of work for the project, where additional project information can be found. It is anticipated that the project will kick-off in May, with substantial project completion by Fall 2023.

Attachments

AGREEMENT FOR PROFESSIONAL SERVICES – NORTH DAKOTA

WEST FARGO DOWNTOWN MASTER PLAN

CITY OF WEST FARGO, NORTH DAKOTA and BOLTON & MENK, INC.

This Agreement, made this ____ day of _____ 2023, by and between CITY OF WEST FARGO, 800 4th AVENUE EAST, WEST FARGO, ND 58078, (“CLIENT”), and BOLTON & MENK, INC., 3168 41ST ST SUITE #2, FARGO, ND 58104, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with Interstate 94 & 26th Street & Main Avenue Interchange Alternatives (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A, Exhibit B and Exhibit C.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT an hourly not to exceed fee of \$150,000 for performance of Agreement services. See breakdown in Exhibit B.
2. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the following rates:

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-264
Project Manager	\$104-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-186
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-204
Landscape Architect	\$120-160
Landscape Designer	\$100-169
Licensed Project Surveyor	\$160-240
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$79-168
Specialist*	\$95-205
Practice Expert**	\$205-308
Senior Principal	\$195-314
Principal	\$160-289
Administrative/Corporate Specialists	\$64-194
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

3. The preceding Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.

B. PAYMENTS AND RECORDS

1. Payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly of that part of the Fee in approximate proportion to the percentage of completed services and in accordance with herein terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

(Remainder of this page intentionally left blank)

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. Nothing herein shall be deemed a waiver by the CLIENT of the limits of liability set forth in N.D.C.C. § 32-12.1-03, or a waiver of any available immunities or defenses. The CLIENT'S obligation to hold and save CONSULTANT

harmless shall be limited by the limitations of liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time.”

4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
5. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, North Dakota worker's compensation coverage as required by statute together with Employer's Liability coverage (by Stop Gap endorsement to its general liability policy or other approved Coverage B policy) with limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify

compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION

This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of

invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause of control; or,

2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW

This Agreement is to be governed by the law of the State of North Dakota and venued in courts of North Dakota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

(Remainder of this page intentionally left blank)

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of West Fargo, North Dakota

CONSULTANT: Bolton & Menk, Inc.

Bernie Dardis

Christopher S. Chromy

President of the West Fargo City Commission

Senior Principal

Attested By: _____

Dustin Scott

Interim City Auditor

Exhibit A

EXHIBIT A: SCOPE OF WORK

Task 1: Project Management

Bolton & Menk will manage its staff, subconsultants, tasks, resources, budget, and related activities to ensure the project objectives are met. We will work closely with city staff throughout the project and collaboratively review draft deliverables for acceptance. We will further work together to facilitate interactions with city staff, the Public Art Committee, steering committee, the Downtown Yards Business Association, and other project stakeholders.

Monthly Check-Ins: We will work with city staff to provide project updates via virtual meetings. In between the two in person working sessions, BMI will lead monthly virtual meetings with city staff/steering committee members to provide project updates, discussion, and direction

Task #1 Deliverables:

- Monthly coordination meetings and check-ins with city staff
- General coordination and quality control checks
- Regular check-ins with subconsultant Group Creatives
- Detailed & Itemized Invoices

Task 2: Public and Stakeholder Participation

Public Communications and Engagement Plan

We will develop a communication and community engagement plan that will detail all public engagement efforts and activities. We will confirm the strategies and key stakeholder groups with city staff before beginning public engagement activities. Special public engagement effort will be directed toward developing an overall vision, creating an implementable placemaking and wayfinding plan, and gaining input and support for a comprehensive parking approach. It is anticipated that city staff, including city communication staff, will provide input and assist with project communication decisions and activities.

Steering Committee

Our team will work with city staff to select a project steering committee that represents the breadth of the community's voices. We will facilitate discussions with them to provide guidance on engagement activities, project direction, drafts, and placemaking recommendations. There will be two working sessions to guide this project and virtual check-in meetings every 2 months with the Steering Committee:

Working Session #1—Kickoff Meeting and Visioning Session: The first steering committee meeting will be a half day event held in-person to kick off the project and jump start the visioning process. The team will:

- Give a presentation on **existing conditions** in the district. Depending on feasibility, this may be partially supplemented with a **walking tour**.
- Conduct a **group visioning exercise** to inform the development of guiding principles
- Establish **downtown-specific goals** and **outcomes**
- Guide an **assets and opportunities exercise** including underappreciated or underutilized areas, future assets, areas of change, and preservation
- Conduct a **lay of the land exercise** that allows people to identify areas on a map that they want to share comments about with our team and the community

After the meeting is completed, the team will provide the following:

- Provide a **summary of findings** from city-provided reports and studies to capitalize on the valuable work West Fargo has already conducted and to inspire the committee
- Review **previously proposed implementation strategies** to confirm successful actions and identify those that should be reworked.

Working Session #2—Concept Review Session: The second steering committee meeting will take place upon completion of the public engagement period, but prior to the finalization of the draft plan. As the draft plan is being constructed, all input and data will be reviewed to ensure the overall Downtown Master Plan vision has been captured. Discussion will center around implementation and financing sources to check what strategies are viable and further refine priorities with next steps. See Task 7 for a summary of the components which will be reviewed during this stage.

Communication Strategies

Communicating events to the public will be essential to engagement success. With a cohesive project brand and consistent messaging, our team will develop materials to advertise events using social media content, project newsletters, door hangers for resident stakeholders, and downtown business flyers.

Project Webpage: BMI will create a Story Map webpage and provide a link to the city to post on any platform of their liking. This is a project page will be key to providing information, communicating activities, and providing links to input opportunities. Our team will provide at least two regular content updates to include on the webpage, corresponding with project phases.

Social Media: We will prepare at least three rounds of posts for West Fargo’s existing social media (Facebook, Twitter, and Next Door) channels to inform and educate the community about the downtown master planning process, community opportunities for engagement and input, and to share concepts and final plans.

Articles and E-Newsletter: We will work with the city’s communication staff to prepare up to three articles or news briefs for the city’s website and to share with local papers and newsletters to keep the community informed of the project.

Engagement Strategies

Our team will engage the community through a variety of strategies, aligned with other project work to provide meaningful feedback.

Online Survey: We will develop a digital survey to be distributed via the project website, email, and via a QR code as part of the issue identification process and visual preference input. Results will be summarized as part of the public input summary.

INPUTiD™ Comment Map: Bolton & Menk’s custom web-based comment mapping tool will gather feedback on the Downtown Master Plan as well as opportunities and issues in the project area. We will develop a comment map for the project website and summarize results as part of the public input summary.

Placemaking Contest: We propose holding an all-ages placemaking contest for people to draw or share their vision and what they'd like to see in downtown West Fargo. We will reach out to the property managers of vacant storefronts and ask if we can display submissions to attract people downtown and inspire them to participate in the process. We will add a QR code that leads to the online survey on the drawing sheets. A selection of results will be included as part of the public input summary.

Arts-Based Engagement Events: Our subconsultant will partner with us to engage the community through a variety to include public artist concept development for future implementation along the downtown corridor and explore other public placemaking options such as wayfinding signage, parking graphics, entry monument, and culturally significant design elements. We've included two pop up style events and may include activities such as:

- **Portrait studio** where an artist quick-draws five-minute portraits and people give input as they wait and watch; the results provide a character-defining collection of art
- **Collaborative mural** where people draw or write their hopes for downtown on a temporary canvas
- **Kids art project** that represents their perceptions of the downtown, such as a DIY button station, flag-making, or drawings
- Collect **resident stories** about the community through voice messages via a dedicated phone number (advertised on flyers around the district); these can be edited into video or other artistic creations
- A **story walk through downtown**, where visitors follow art and signs posted throughout the downtown to follow an engaging story from start to finish
- A **vintage mailbox or secret door** where people can leave notes with their hopes and dreams (and possibly receive an anonymous response from a fictional character)

Focus Groups: We will **hold two (2) focus group meetings** to provide a forum for study area residents, business community, developers, and interested parties to offer ideas and feedback on plan elements. We propose two workshops to discuss the issues and opportunities related to wayfinding, placemaking, economic development and parking. This forum will be a facilitated discussion aimed at reaching a consensus on a placemaking and parking approach that meets diverse stakeholders' needs.

Supplementary Engagement Support: We can provide digital copies of materials from other events if the City or Art Committee would like to hold additional events.

Public Input Summary: We will provide a summary of the public engagement process, demonstrating the impact engagement had on the plan.

Task #2 Deliverables:

- Steering committee meetings and summary report from the walking tour
- Virtual Check ins with Steering Committee: Every 2 months or email summaries
- Public engagement plan
- Project website (Story Map) launched with up-to-date information on the project
- INPUTiD™ Comment map
- Online survey and summarized results (issues identification and visual preference)
- Communication materials and content such as social media posts and articles
- Placemaking contest results
- Engagement materials for community pop-ups and arts-based engagement events
- Two (2) Focus Groups
- Public input and Focus Groups summary

Task 3: Existing Conditions and Data Analysis

Informed by steering committee input gathered at the project kickoff meeting, our team will initiate an existing community analysis. We will collect and examine demographic and market data, the existing zoning & applicable development regulations, prior plans, and applicable GIS data as well as **physical, social, natural, and cultural conditions**. We will also provide an inventory map identifying existing buildings, their uses, and their condition, including vacant lots or blighted structures.

An important aspect of keeping the downtown thriving—rather than being a stage for the boom and bust of various businesses—is to calibrate its supply and demand for retail businesses. We will gather and analyze data regarding demographics, retail trends and purchasing habits to identify how much retail is needed, what type, and ideal locations, including opportunities for adaptive reuse that the downtown can realistically sustain. We will identify business categories missing downtown, what makes up the mixed-use areas, and what percentage of each mix type exists.

Task #3 Deliverables:

- Inventory maps of existing uses, businesses, vacant lots, blighted structures, and parking
- Summary of existing physical, social, natural, and cultural conditions, including demographics
- Summary of retail trends and purchasing habits identifying how much retail is needed, what type, and ideal locations, including opportunities for adaptive reuse that the downtown can realistically sustain
- Audit Plan: Summary of key findings from previous city-provided reports and studies

Task 4: Vision and Goal Setting

We will reaffirm (and update if needed) the community vision for West Fargo to be “a complete, sustainable, and prosperous city that plays a pivotal role in the metro by providing a high quality of life for its citizens and a thriving economy.”

As described in the engagement strategies section of our proposed work program, we will set the stage visually by creating interactive exercises to establish goals, future assets, areas of change, and preservation. We will plan an **assets and opportunities exercise**, including underappreciated or underutilized areas, and a lay of the land exercise for people to identify areas on the map that they want to affirm as important, or to improve.

We will affirm and possibly refine West Fargo’s **guiding principles** to reflect the community’s current priorities. Our approach will use these guiding principles to check our decisions throughout the process, especially in moments of conflicting opinions or friction.

This task will be based on the input gathered through early engagement, especially with the Steering Committee as part of their first workshop (see Task 2). As described in that section, we will conduct a group visioning exercise to affirm the West Fargo guiding principles, which will guide us to establish downtown-specific goals and desired outcomes. The assets and opportunities exercise will include blighted or detracting areas, future assets, areas of change, and preservation, while the lay of the land exercise will allow people to map areas that need focus.

Task #4 Deliverables:

- Community vision summary in a paper and a highly visual and useable digital format

Task 5: Plan Focus Areas

Placemaking (Including Urban Design, Activity, and Public Art)

Downtown West Fargo Placemaking Plan: We will create a unique placemaking-focused Downtown Master Plan that develops a style, aesthetic, or theme based on community input and is unique to downtown. Our team of artists, graphic designers, landscape architects, and urban designers—together Group Creative —will create placemaking design elements that draw people into West Fargo and supports downtown West Fargo’s aesthetic.

The Downtown Master Plan will provide a blueprint on how to make the West Fargo Downtown Yards a multigenerational and cross-cultural place. We will identify ways to activate creative placemaking through public art and urban planning that explores options for temporary and permanent installations, which will be accessible, and reflect the spectrum of the community.

We will review the Downtown Yards downtown brand standard and engage the public at pop ups or through surveys regarding **visual preferences** for wayfinding, streetscaping, awnings, façade designs, and overall aesthetic to strengthen the West Fargo brand with a unique style. Sheyenne street reconstruction already identified landscaping and lighting improvements, so we will review this work to integrate those efforts and not duplicate them.

A major focal point will be the use of community-driven conceptualization of placemaking to enhance attraction of businesses, promotion of economic activity, and the retention of talented workers, strengthening the economic resiliency of the city.

Public Art Plan: Together with our subconsultant, Group Creatives, we will engage the community and stakeholders to identify three (3) prominent locations that could be activated with public art. They will use their expertise to create a mini-RFP and invite artists, with a focus on local artists, for each location to develop a concept plan and provide them with a stipend to complete the concepts. The steering committee and advisory public art committee will then select the preferred artist to finalize their concept, complete with budget and design sheets which will be incorporated into the implementation plan for the city to seek funding and program them into its capital improvement plan. We will keep this group involved in the plan activities, digitally through the Story Map and virtual check-in.

Business and Economic Development

A series of economic development tools will be implemented to support downtown West Fargo's economic vitality. Tools will include policy recommendations to foster growth and entrepreneurship.

We will review available retail and economic development data as well as the city's current Economic Development Incentive Program and identify incentives that need to be updated based on new goals (set during the visioning exercise), as well as some that may need a more creative approach.

We also propose completing a **tax isometric to visually portray the sales and property tax revenues** for each parcel to aid the fiscal conversation.

Parking and Access

Determining how many parking spaces are required to facilitate the mix of land uses in downtown West Fargo is not a difficult task, but understanding what type of parking best serves the city—and where it should be located—is the primary goal of this task. By reviewing different parking styles, dissecting existing parking ratios, considering options for shared parking, and using placemaking concepts, we will identify opportunities to potentially rethink the city’s approach to parking and access that supports events, business traffic, and mitigates truck impacts with different options.

We will engage the community on this issue through the public engagement process. Our goal is to develop a recommendation on how parking can better serve businesses, downtown residents, and visitors alike through placemaking design solutions. Parking will be addressed holistically as a system and re-considered beyond the parking space/stall approach. We will explore the viability of alternative options to mitigate parking issues.

Infill, Redevelopment, and Land Use

The placemaking grant application indicated that zoning district or land use changes were not anticipated. We will review the land use plan and zoning code and make recommendations and make recommendation for transitional areas between downtown and nearby housings neighborhood.

Our team can provide the insights needed to reinvigorate those properties that have stalled and lingered. We can assess existing infrastructure and provide the retail types and intensity that can realistically be supported and sustained in the short- and long-term. We will explore options such as incubator, lab, and shared office space opportunities and identify co-tenant or associated stores that existing business owners prefer.

Areas for improvement include empty lots, rundown buildings, blank/boring walls, and a lack of signage directing travelers and residents to discover the Downtown Yards. We will work with the local business association and city staff to provide options to reactivate areas downtown that need attention.

Task #5 Deliverables:

- Draft placemaking and public art plans
- Visual preference results
- Three (3) Ready-to-be-implemented public art concepts including design sheets and budget
- Concepts for parking, access, and alternative transportation options
- 3D isometric map showing tax and sales tax revenues by property
- Downtown future land use map or related development management framework for transitional areas

Task 6: Strategy Development and Analysis

We will use all the tools proposed above to lead our efforts and iteratively check in with the community on strategies and placemaking ideas to adjust potential solutions and strategies for achieving study goals and project objectives. As covered in Task 2, we will use our interactive online survey, INPUTiD™, to test draft strategies with the community.

Task #6 Deliverables:

- Checkpoint of recommendation against guiding principles and goals

- Develop and test strategies for economic development, parking, access, redevelopment, public art, public spaces, and public engagement materials
- Identify potential funding sources for placemaking, wayfinding, signage and public art

Task 7: Plan Development

Draft Plan Development

Bolton & Menk will document the planning process and outcomes within a highly illustrative final report. If there is consensus, we can style the report to the West Fargo 2.0 Comprehensive Plan—perhaps this could be West Fargo 3.0. The project team will prepare content for the draft master plan to review at this stage, including:

- Summary of public feedback and how it is being integrated into proposed placemaking suggestions
- Review of art concepts for three (3) sites and rough estimates
- Diagrams, charts, and/or analysis that will illustrate potential development and redevelopment sites
- Identification of potential funding sources for implementation

The final report will include a summary of community engagement, a concise overview of the planning process, placemaking plans, and detailed findings and justifications, in addition to all other relevant deliverables and information necessary to document the planning process and outcomes.

Story Map Development

We will develop a digital story map version of the plan that allows for online, interactive viewing and commenting on draft content.

Task #7 Deliverables:

- Draft Downtown Master Plan content
- Story Map—a digital interactive version of the draft Downtown Master Plan

Task 8: Action Plan/Detailed Implementation Strategy

Implementation Plan

All previous tasks will lead to this phase. The outcome of this project will combine landscape architecture, urban design, wayfinding, signage, public art, and transportation in a way that strikes an appropriate balance of functionality, beautification, and fiscal feasibility. An identified strategy of actions and improvements is necessary to chart a course forward to reach the vision. The implementation strategy will provide actionable steps with identified priority levels, time phasing, and ideas for relevant funding sources where applicable.

Action Matrix: To ensure the great ideas and work to date are captured cohesively and set up for actionable steps, we propose a matrix that identifies short- versus long-term strategies. This will provide a snapshot of implementation actions and will include a timeline, roles and responsibilities, resources needed, and funding options.

Draft Plan

Draft Plan Document: The draft plan will summarize all project activities, provide an aspirational vision for the future of downtown West Fargo, and outline an implementation plan. We will propose a format for the final plan that reflects the community and is also engaging and easy to read.

Downtown Development Story Map: Our GIS professionals will facilitate the creation of a web GIS application (Story Map) hosted by West Fargo that will depict the downtown opportunities, background, findings, and final draft of the Downtown Master Plan.

Task #8 Deliverables:

- Updated Downtown Master Plan
- Updated Story Map
- Action Matrix- for implementation of plan with action steps, roles, timeline, phases and budget

Task 9: Final Plan, Presentations, and Communications

We will finalize the plan and present it to the steering committee and city council for approval. Any comments from the council will be addressed and the final plan will be produced.

Task #9 Deliverables:

- Final plan
- In person joint presentation to West Fargo City Council, Planning and Zoning Commission, Economic Development Advisory Committee, City Commission, and other applicable stakeholder groups

END

Exhibit B

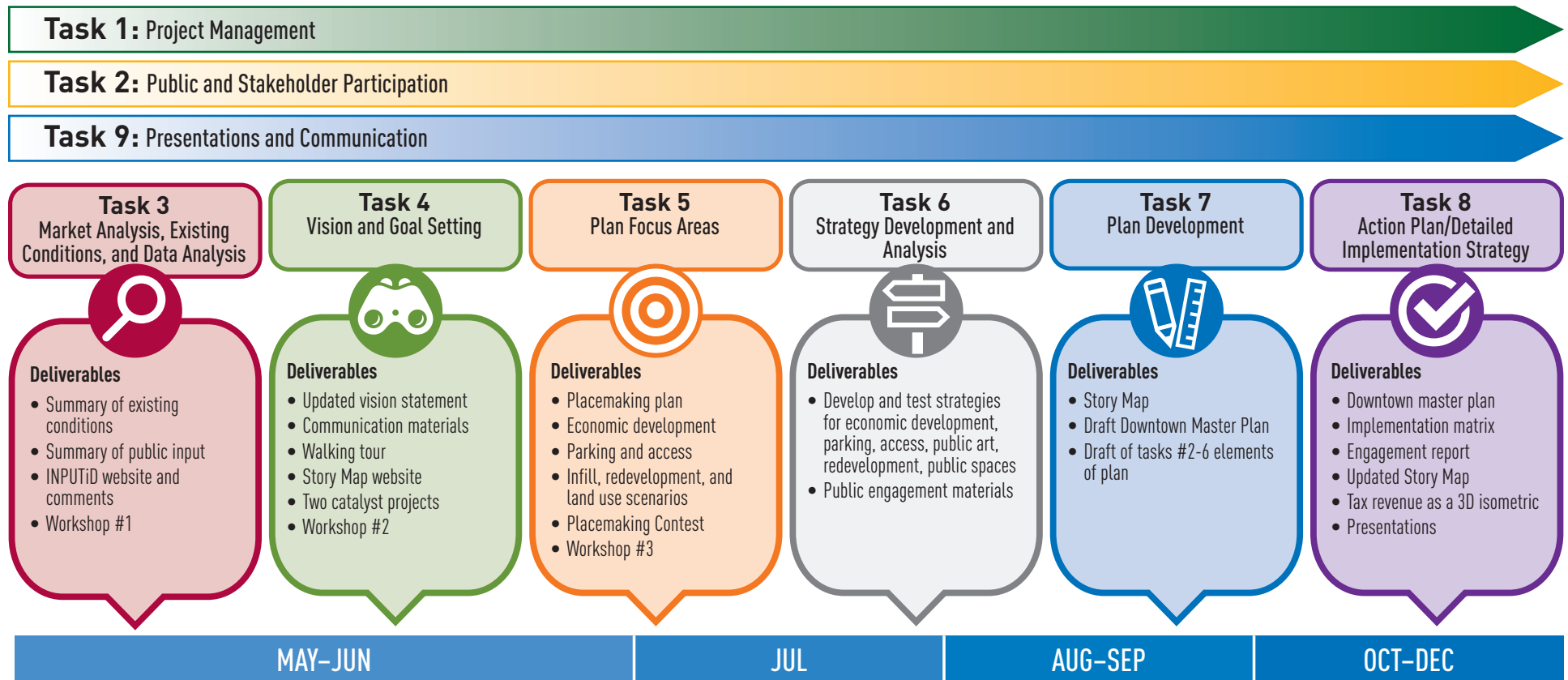
Client: City of West Fargo		Bolton & Menk, Inc.															
Project: Downtown Master Plan																	
Task No.	Work Task Description	Project Manager	Project Advisor	Engagement Lead	Principal-in-Charge; Transportation	Urban Designer	Parking Strategies and Engagement	Planner	Funding Specialist	GIS Specialist	Communication Specialist	Planner	Visualization/Videographer	Group Creative	Clerical	Total Hours	Total Cost
HIDE		Mojra Hauenstein	Haila Maze	Robin Cauffman	Mike Bittner	Andrew Dresdner	Alex Larson	TJ Hofer	Chelsea Alger	David Sandberg	Maddie Peters	Mike Thompson	Tony Solis	Teva	0		
1.0	Project Management	34	6	30	4	0	4	4	0	0	0	0	0	20	0	102	\$16,488
2.0	Public and Stakeholder Participation	16	0	39	0	0	14	18	0	12	20	0	0	30	0	149	\$21,105
3.0	Market Analysis, Existing Conditions, and Data Analysis	12	0	12	0	0	0	24	0	4	4	0	0	10	0	66	\$9,436
4.0	Vision and Goal Setting	18	0	18	8	0	0	0	0	0	4	0	0	18	0	66	\$10,332
5.0	Plan Focus Areas	62	0	14	8	10	0	40	0	0	0	0	0	122	0	256	\$34,694
6.0	Strategy Development and Analysis	12	4	4	4	0	3	12	14	0	0	0	0	8	0	61	\$9,203
7.0	Plan Development/action plan/detailed implementation	32	4	15	8	10	8	30	2	18	9	8	0	121	0	265	\$34,888
8.0	Action Plan/Detailed Implementation Strategy	20	0	4	0	5	0	15	0	0	12	0	0	3	0	59	\$8,909
9.0	Presentations and Communications	8	0	8	4	0	0	0	0	0	4	0	0	8	0	32	\$4,940
Total Hours		214	14	144	36	25	29	143	16	34	53	8	0	340	0	1056	
Average Hourly Rate		\$185.00	\$178.00	\$175.00	\$198.00	\$183.00	\$143.00	\$129.00	\$143.00	\$138.00	\$117.00	\$160.00	\$103.00	\$100.00	\$0.00		
Subtotal		\$39,590	\$2,492	\$25,155	\$7,128	\$4,575	\$4,147	\$18,447	\$2,288	\$4,692	\$6,201	\$1,280	\$0	\$34,000	\$0		
Bolton & Menk Subtotal																	\$149,995
Group Creative Services: Art-Based Placemaking																	
Total Fee																	\$149,995

As requested in the RFP, we have **not** including any task related to infrastructure planning, plan implementation activities, or architectural/engineering design. Even though the project scope doesn't cover this, our expertise in these areas means the resulting plan will do a great job of setting the City of West Fargo up for these next-stage activities.

Exhibit C

Project Schedule

We have developed a draft schedule detailing the anticipated project milestones, public engagement events, and deliverable dates. This schedule is based on our review of the project background, description, and scope of services included in the Request for Proposals and our experience on other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.





To: West Fargo City Commission
From: Denis Otterness, Chief of Police
Date: April 3, 2023
Subject: Request to Create Community Service Officer Tuition Reimbursement Program
Action: Commission approval of Expenditure

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant City Administrator

Summary and Recommendation:

In May, 2021 the West Fargo Police Department Community Service Officer (CSO) program was revamped from one full-time position to multiple part-time positions.

This strategy was designed to create a pathway for college-aged and college-enrolled students to begin exploring the realities of a law enforcement career and begin to build the necessary skills early on to succeed in attaining full-time employment as a police officer. The Police Department's goal was to begin to build a candidate pool internally for those interested in sworn police officer positions to assist with our recruiting and retention efforts as this issue continues to plague law enforcement agencies nationwide.

Currently we have a number of CSO's that have recently graduated, or will graduate this spring, with bachelor's degrees from local universities. Several have an interest in attending the Lake Region State College (LRSC) Peace Officer Training Program (POTP) being held at the City of West Fargo starting in May, 2023.

Policy Analysis:

I am requesting Commission approval to start a Tuition Reimbursement Program for current CSO's wanting to attend the POTP conducted in partnership with the West Fargo Police Department. Current interested CSO's would go through a standard hiring selection process and, if qualified, be given conditional job offers ("sponsored") prior to the start of the POTP. If the candidate(s) then successfully complete the POTP, passes the Peace Officer Standards and Training (P.O.S.T.) Board test, and meets all other mandated pre-employment requirements the candidate(s) would be offered a full-time sworn position with the Department.

Financial Analysis:

Because of our current partnership, LRSC has agreed to discount the standard POTP rate by 50% and charge the City of West Fargo \$3000.00 for any candidate(s) that are "sponsored" by the Police Department. I am requesting Commission approval to "sponsor" up to two CSO candidates during this year's (2023) POTP. There are no additional requests for funding as the Police Department intends to use already realized salary savings to fund this request, up to \$6000.00.

This program has been vetted by our City Attorney John Shockley and has a payback contract provision if the candidate(s) do not successfully complete not only the POTP and P.O.S.T. test, but the Department's Field Training Program and three years of sworn service to the City of West Fargo. The repayment provision of the contract (also attached for reference) drafted with the assistance of our City Attorney is as follows:

- *Completion of the LRSC police academy 5% forgiven, repay 95% of Tuition Reimbursement*
- *Completion of WFPD field training Additional 5% forgiven, repay 90% of Tuition Reimbursement*
- *Pass the POST exam Additional 20% forgiven, repay 70% of Tuition Reimbursement*
- *Completion of 1 year of service after completion of WFPD field training Additional 20% forgiven, repay 50% of Tuition Reimbursement*
- *Completion of 2 years of service after completion of WFPD field training Additional 20% forgiven, repay 30% of Tuition Reimbursement*
- *Completion of 3 years of service after completion of WFPD field training Additional 30% forgiven, no repayment of Tuition Reimbursement*

Action:

Requesting City Commission approval to expend up to \$6000.00 for a CSO Tuition Reimbursement Program.

**TUITION REIMBURSEMENT/
REIMBURSEMENT AGREEMENT**

BY AND BETWEEN

**THE CITY OF WEST FARGO, NORTH DAKOTA,
as City**

AND

_____,
as Recipient

Dated: _____

**Related to tuition reimbursement provided by the City of West Fargo for Recipient to attend
Lake Region State College's police academy.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

TUITION REIMBURSEMENT/REIMBURSEMENT AGREEMENT

THIS TUITION REIMBURSEMENT/REIMBURSEMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 20____, by and between the City of West Fargo, North Dakota (the “City”), and _____ (“Recipient”).

RECITALS

WHEREAS, the City has provided funds for half of Recipient’s tuition, up to an amount not to exceed Three Thousand Dollars (\$3,000) (the “Tuition Reimbursement”) to attend the Lake Region State College’s (LRSC) police academy program as an incentive to be employed as a licensed police officer at the City’s police department upon completion of the program; and

WHEREAS, the Tuition Reimbursement is tiered, dependent upon the time Recipient remains employed as a licensed police officer with the City; and

WHEREAS, the City intends to employ Recipient and Recipient desires to be employed by the City, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows.

AGREEMENT

1. **Conditional Offer.** The City hereby provides a conditional offer of employment to Recipient as a full-time, licensed Police Officer with the West Fargo Police Department of the City upon Recipient’s completion of the LRSC police academy program. [The City and the Recipient agree and acknowledge that Recipient is currently working for the City as a part-time, non-sworn Community Service Officer.] As an incentive to commit to [continue] working for the City upon graduation, the conditional offer includes Tuition Reimbursement to Recipient as detailed herein.
2. **Tuition Reimbursement.** The City agrees to provide Tuition Reimbursement to Recipient to attend LRSC police academy in the amount not to exceed \$3,000, which will be paid directly to LRSC from the City.
3. **Employment Period; Repayment.** In exchange for Recipient receiving the Tuition Reimbursement, Recipient agrees to commit to being employed by the West Fargo Police Department for a period of three (3) years upon graduation of the LRSC police academy. If Recipient is employed by the WFPD less than three (3) years, Recipient agrees and acknowledges that they will be required to reimburse the City for all or a portion of Tuition Reimbursement, as set forth in this section depending on the length of time employed by the City, and regardless of whether or not the termination of employment was initiated by the City or the Recipient. The schedule for Tuition Reimbursement forgiveness and the amount required to be repaid upon early termination of employment is as follows:

[Remainder of page intentionally left blank.]

Completion of the LRSC police academy	5% forgiven, repay 95% of Tuition Reimbursement
Completion of WFPD field training	Additional 5% forgiven, repay 90% of Tuition Reimbursement
Pass the POST exam	Additional 20% forgiven, repay 70% of Tuition Reimbursement
Completion of 1 year of service after completion of WFPD field training	Additional 20% forgiven, repay 50% of Tuition Reimbursement
Completion of 2 years of service after completion of WFPD field training	Additional 20% forgiven, repay 30% of Tuition Reimbursement
Completion of 3 years of service after completion of WFPD field training	Additional 30% forgiven, no repayment of Tuition Reimbursement

(For example and illustration purposes only, if Recipient leaves employment with the City after passing the POST exam, but does not complete 1 year of service after field training, 30% would be forgiven and Recipient would be required to pay the City 70% of the Tuition Reimbursement amount.)

4. **Method of Reimbursement.** Recipient authorizes City to deduct the amount of any Tuition Reimbursement from any compensation due and owing to Recipient at time of separation from employment, including but not limited to salary, wages, bonuses, and vacation pay. If Recipient does not complete the LRSC police academy or does not become an employee of the City following graduation, Recipient agrees and acknowledges that they shall be solely responsible for reimbursing the City for the full amount of Tuition Reimbursement and must make arrangements for payment to the City. Recipient agrees to provide a completed IRS W-9 Form or other necessary tax information to the City upon signing this Agreement.
5. **Legal Costs.** If any action is brought to enforce any provision of this Agreement by City, Recipient agrees to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.
6. **At-Will Employment.** This Agreement creates no contract of employment between Recipient and the City. Recipient may terminate employment with the City at any time with or without cause, and the City may terminate Recipient's employment at any time with or without cause.
7. **Indemnity.** Recipient hereby indemnifies and saves harmless the City from and against any and all suits, claims, actions, damages and other losses which Recipient suffers or incurs as a result of any governmental taxing authority assessing the Tuition Reimbursement hereunder as a benefit to the Recipient.
8. **Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to Recipient: [name]
 [address]
 [city, state, zip]

If to City: City of West Fargo
 Attn: City Administrator
 800 4th Ave. E, Suite 1
 West Fargo, ND 58078

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

9. **General Provisions.**

- A. Policies and Procedures. All provisions of the City of West Fargo Policies and Procedures Manual generally applicable to the City's WFPD employees with respect to accrual of sick leave and vacation, holidays, and other terms and conditions of employment will apply to Recipient upon Recipient's official hiring by the City.
- B. Entire Agreement. This Agreement contains the entire understandings of the parties hereto. It may not be changed orally, but only upon an agreement in writing signed by Recipient and the authorized officials of the City.
- C. Modifications. This Agreement may be modified as to terms and conditions from time to time upon mutual consent of the parties; however, such modification must be reduced to writing and signed by the parties as authorized by law.
- D. Binding Effect. The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.
- E. Severability. If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, is deemed severable and will not be affected and will remain in full force and effect.
- F. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in Cass County District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- G. Previous Agreements and Negotiations. The parties agree that this Agreement contains the parties' entire agreement, including any written or oral agreements or consent previously provided. This Agreement supersedes any previous negotiations.
- H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement on the day and year first written above.

CITY:
CITY OF WEST FARGO

RECIPIENT:

Bernie L. Dardis, President of the Board
of City Commissioners

[type name]

Tina Fisk, City Administrator

Denis Otterness, Chief of Police



To: West Fargo City Commission
From: Denis Otterness, Chief of Police
Date: April 3, 2023
Subject: Request to Approve Youthworks M.O.U.
Action: Commission Approval of 2023 Youthworks M.O.U.

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

Youthworks has been a long-time community partner providing law enforcement a temporary placement service for youth that need services.

It is important to note that until now there has never been a written agreement (M.O.U.) in place or a formula to equitably share the costs for Youthworks between jurisdictions. At the request of Cass County, the City of Fargo, and the City of West Fargo, a M.O.U. has been created to assist in defining services that will be provided by Youthworks and the costs assigned to each jurisdiction utilizing their services.

This M.O.U. was drafted after the City of West Fargo and the other involved jurisdictions established final 2023 budgets. In the 2023 West Fargo Police Department budget I requested, and was granted by the City Commission, an allocation of \$30,000 towards these services for FY 2023. The attached M.O.U. has increased West Fargo's cost share to \$35,000, a difference of \$5,000.00. The budget increase is now based on our jurisdiction's usage of services and Metrocog's population formula. For comparison, Cass County will be paying \$95,000 and the City of Fargo will be paying \$40,000.

The M.O.U., approved by the Cass County Commission on March 20th, is attached for reference. The M.O.U. has been reviewed and approved by City Attorney John Shockley.

Financial Analysis:

I am requesting the West Fargo City Commission approve the 2023 Youthworks M.O.U. and fund the increase of \$5,000 through funds as determined by the City Commission.

Process/Timeline:

I am requesting the City Commission approve and sign the attached Youthworks M.O.U. and fund the additional request of \$5,000.00 not initially included in the Police Department's 2023 budget.

GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), city and county jurisdictions as listed in Attachment A (JURISDICTIONS) and Youthworks (GRANTEE).

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administering these services; and

WHEREAS, JURISDICTIONS propose to identify and support GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, Youthworks (GRANTEE) is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. TERM OF THE AGREEMENT

The term of this agreement shall be from January 1, 2023 – December 31, 2023.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for youth ages 10-17 who need a non-secure short-term placement either due to delinquency (Attendant Care) or for Children in Need of Services (shelter). This includes space for youth to recreate, eat and engage with staff during wake hours, and sleeping space.
2. Provide services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth.
3. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior.
4. Notify the Juvenile Court of any youth placed in the facility within 24 hours of being placed.

5. Provide for an assessment of youth while at the facility, release arrangements, short-term case management support and/or counseling for youth exiting the facility to reduce the likelihood of further contact with law enforcement.
6. Submit to NDACo all reports and documentation required by the Guidelines;
7. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other agencies seeking to place youth, but priority will be given to the JURISDICTIONS. GRANTEE will bill a daily rate to those agencies that are not part of this agreement and will track all money collected for purposes of subsequent contract periods.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines. JURISDICTIONS shall provide funding to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines as well as the costs associated with providing shelter services for CHINS, as outlined in Attachment A.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant. JURISDICTIONS may elect to roll any unexpended funds into the subsequent contract period, as applicable.

GRANTEE will provide a credit in any subsequent contract period for the amount collected by agencies utilizing the site that are not part of the agreement.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the grant conditions and assurances established by OJJDP for sub-grant recipients of federal funds as detailed in the Office of Justice Programs Financial Guide and associated Federal Circulars.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the

Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEOP) and submit an EEOP Utilization Report to the Office for Civil Rights, Office of Justice Programs, if it is a government agency or private business that is receiving an award of \$25,000 or greater and has 50 or more employees. The GRANTEE, if not required to submit an EEOP Utilization Report, will certify that it is exempt from this requirement by submitting an EEOP Certification Form. The EEOP Utilization Report or Certification Form, as applicable, should be submitted via the EEO Reporter Tool found at: <https://ojp.gov/about/ocr/eeop.htm>.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo, DJS, or JURISDICTIONS without written approval of NDACo, DJS, and JURISDICTIONS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as

appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo, DJS, or JURISDICTIONS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, and JURISDICTIONS, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or JURISDICTIONS or their agents, to conduct an audit at the expense of NDACo, DJS or JURISDICTIONS, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of ten years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

IX. TERMINATION OF AGREEMENT

If, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo, DJS, or JURISDICTIONS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo, DJS or JURISDICTIONS, and NDACo, DJS, or JURISDICTIONS may withhold any payment otherwise due to the GRANTEE.

DJS, NDACo, and JURISDICTIONS may also terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the

Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the GRANTEE, NDACo, DJS and JURISDICTIONS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

XII. CAPTIONS

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business.

XV. ASSIGNMENT

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. SUCCESSORS IN INTEREST

The provisions of the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

XVII. FORCE MAJEURE

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo, DJS, and JURISDICTIONS of any such delay or default.

XVIII. SEVERABILITY

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. INDEMNITY

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), NDACo, and JURISDICTIONS from and against claims based on the vicarious liability of the STATE or its agents, NDACo or JURISDICTIONS, but not against claims based on the STATE'S, NDACo's or JURISDICTIONS' contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE, NDACo or JURISDICTIONS under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. GRANTEE also agrees to reimburse the STATE, NDACo and JURISDICTIONS for all costs, expenses and attorneys' fees incurred if the STATE, NDACo or JURISDICTIONS prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

XX. INSURANCE

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

The insurance coverages listed above must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A- "or better by A.M. Best Company, Inc., provided any excess

- policy follows form for coverage. Less than an “A-” rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3. The duty to defend, indemnify, and hold harmless the STATE, NDACo, and JURISDICTIONS under this Contract shall not be limited by the insurance required in this Contract.
 4. The State of North Dakota and its agencies, officers, and employees (STATE), NDACo and JURISDICTIONS shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE, NDACo and JURISDICTIONS shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Contract or by the contractual indemnity obligations of the GRANTEE.
 5. A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the STATE, NDACo, and JURISDICTIONS.
 6. The GRANTEE shall furnish a certificate of insurance to the undersigned State and JURISDICTIONS representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
 7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE, NDACo and JURISDICTIONS to terminate this Contract immediately.
 8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

XXI. SPOILATION

GRANTEE shall promptly notify STATE, NDACo, and JURISDICTIONS of all potential claims that arise or result from this Contract. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE, NDACo, and JURISDICTIONS the opportunity to review and inspect the evidence, including the scene of an accident.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Grantee

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official

Signatures

In Witness Whereof the parties hereto have entered into this Agreement as evidenced by their signatures below:

For the Department of Corrections and Rehabilitation – Division of Juvenile Services:

Lisa Bjergaard, Director

Date

For the North Dakota Association of Counties:

Aaron Birst, Executive Director

Date

For Cass County:

Commission Chair

Date

For City of Fargo:

Mayor

Date

For City of West Fargo:

Mayor

Date

ATTACHMENT A

Jurisdictions	Monthly Contribution (due on the 1st/15th of each month and every month thereafter in the 2023 calendar year starting on January 1st/15th of 2023)	Total Contribution for the 2023 Calendar Year
Cass County	\$7,916.70*	\$95,000.00
City of Fargo	\$3,333.33*	\$40,000.00
City of West Fargo	\$2,916.70*	\$35,000.00

***Monthly amount was rounded to the nearest cent.**



EMERGENCY DECLARATION

WHEREAS, the City of West Fargo has a high moisture content from precipitation received during 2022 and 2023; and

WHEREAS, the potential for spring flooding is significant due to spring thaw and anticipated precipitation; and

WHEREAS, the impact of this thaw, runoff and potential precipitation threatens the health, well-being, and public safety of citizens in the City of West Fargo; and

WHEREAS, necessary mitigation measures, preparedness actions, and other responses must begin immediately to protect public health and safety; and

WHEREAS, the potential damage to public infrastructure and private property are beyond normal anticipated and budgeted funds; and

NOW THEREFORE, BE IT RESOLVED that pursuant to N.D.C.C. § 37-17.1-10 the West Fargo City Commission President does hereby declare an emergency and orders the activation and utilization of the West Fargo Emergency Operations Plan, its procedures, attachments, and appendices to recover from the situation, develop a detailed damage assessment, reduce hardship, and initiate the appropriate relief actions and mitigation measures by departments and agencies of local government to limit the hardships and impact of this emergency upon the citizens of West Fargo.

On April 3, 2023, at its regularly scheduled City Commission meeting, the West Fargo City Commission consented to this declaration.

Dated at West Fargo, North Dakota, this ____ day of April, 2023.

APPROVED:

Bernie Dardis, Commission President
City of West Fargo

Date

ATTEST:

Dustin Scott,
City Auditor/Assistant City Administrator
City of West Fargo

Date



To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: April 3, 2023
Subject: Sheyenne Street Tree Planting
Action: Approve the Contract for the Sheyenne Street Tree Planting

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Administrator

Dustin Scott, Assistant Administrator

Summary and Recommendation:

When Sheyenne Street was reconstructed the tree, planting on the west boulevard was not done as part of the project. The Sheyenne Street tree planting was one of three tree plantings identified in the CIP. We would like to move forward with the tree plantings on Sheyenne Street from 32nd Ave to 40th Ave S. With 139 trees to be planted, this project is too large for us to handle the plantings in house. Included in the packet is the planting plan for the project. I have included a letter from the Urban Forestry Committee in support of this project. I am requesting the Commission approve the tree planting project on Sheyenne Street and approval to award the contract to Green Earth LLC.

Policy Analysis:

This project was identified in the CIP to be completed after the DOT project had been finished. We published an RFP for this planting and received 6 bid proposals. The RFP's were reviewed by Engineering and the Forestry department. Green Earth LLC, was selected as the winning proposal due to lowest price with no alternate species in their proposal. Their proposed price for the tree planting was \$60,815. Our estimated cost for this project in the CIP was \$75,000.

Financial Analysis:

This project would fall under the CIP and be funded by Capital Improvement Sales Tax. The total cost for this project would be \$60,815.

Process/Timeline:

If approved by the Commission, planting would start this spring when weather allows. Once planting begins the project would be 3-6 weeks in duration.



City of West Fargo Public Works
Forestry Department

November 28th, 2022

RE: Recommendation from Urban Forestry Committee for Sheyenne St. Tree Planting

West Fargo City Commission,

The City of West Fargo Urban Forestry Committee recommends that the City Commission approve the planned tree planting project for the west boulevard of Sheyenne St. from 32nd Ave. W. to 40th Ave. W. The city has received very positive feedback from residents on the quality of the landscape project done on the first two phases of the Sheyenne St. The beautification of this newly reconstructed corridor is a high priority for the Urban Forestry Committee as it showcases the different types of trees and diversity among them. The project has been on the CIP for an amount of \$75,000.00 and roughly 150 trees. The planned schedule would be a springtime 2023 planting with a two-year warranty.

The planting project also helps the Forestry Department reach its long-term forestry goals, which include increasing diversity, increasing canopy coverage, complete streets and other goals in the Emerald Ash Borer (EAB) Plan.

Sincerely,

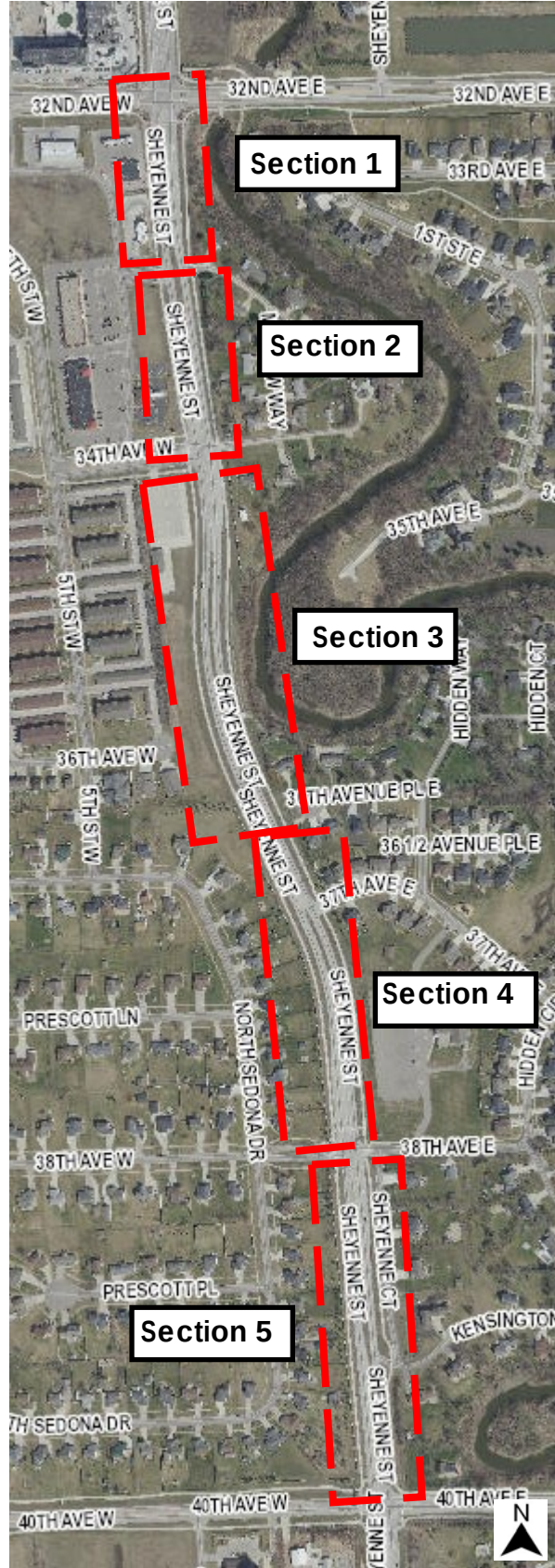
West Fargo Urban Forestry Committee

Mary Beth Odegard - President

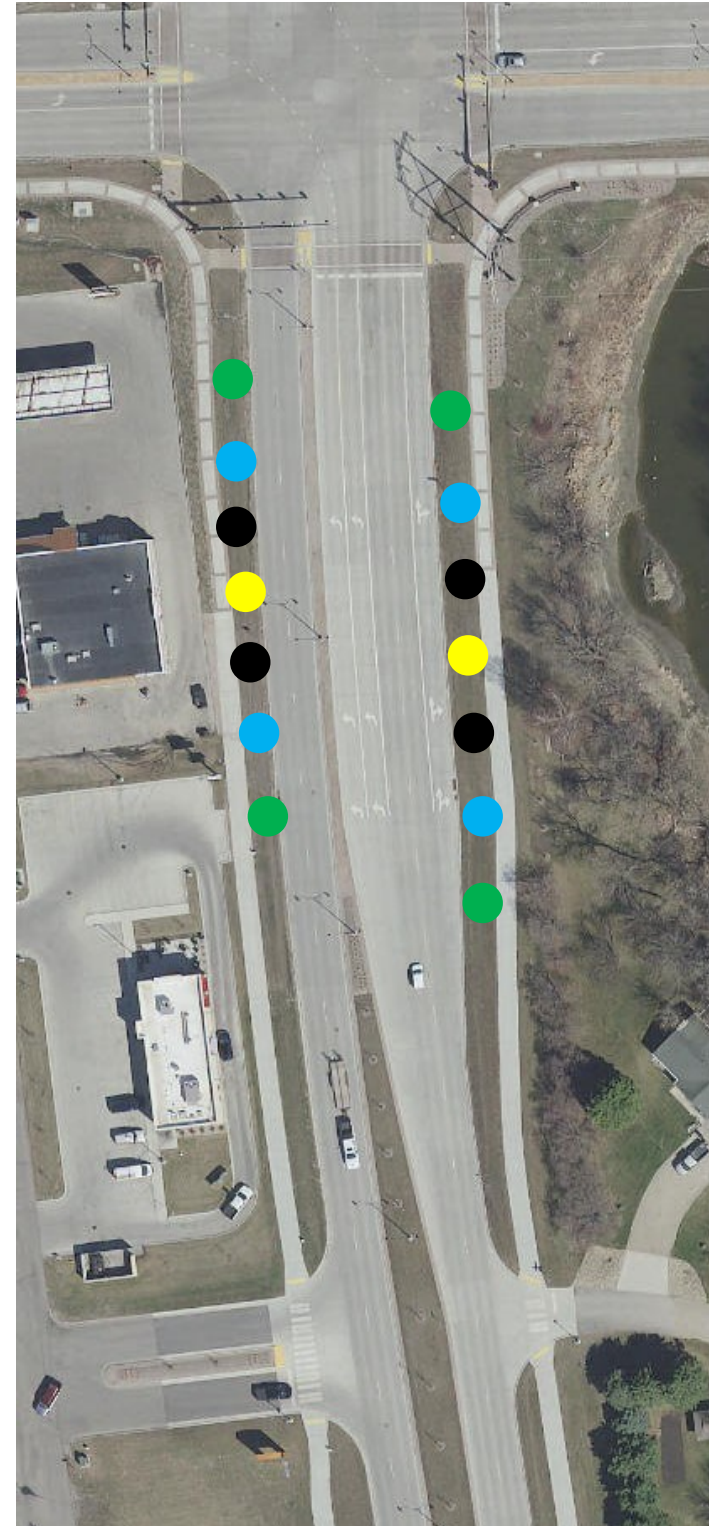
Sheyenne St. Planting Plan - 139 Trees

All Trees at 40 foot spacing

Section 1



Not to Scale



Not to Scale

Legend

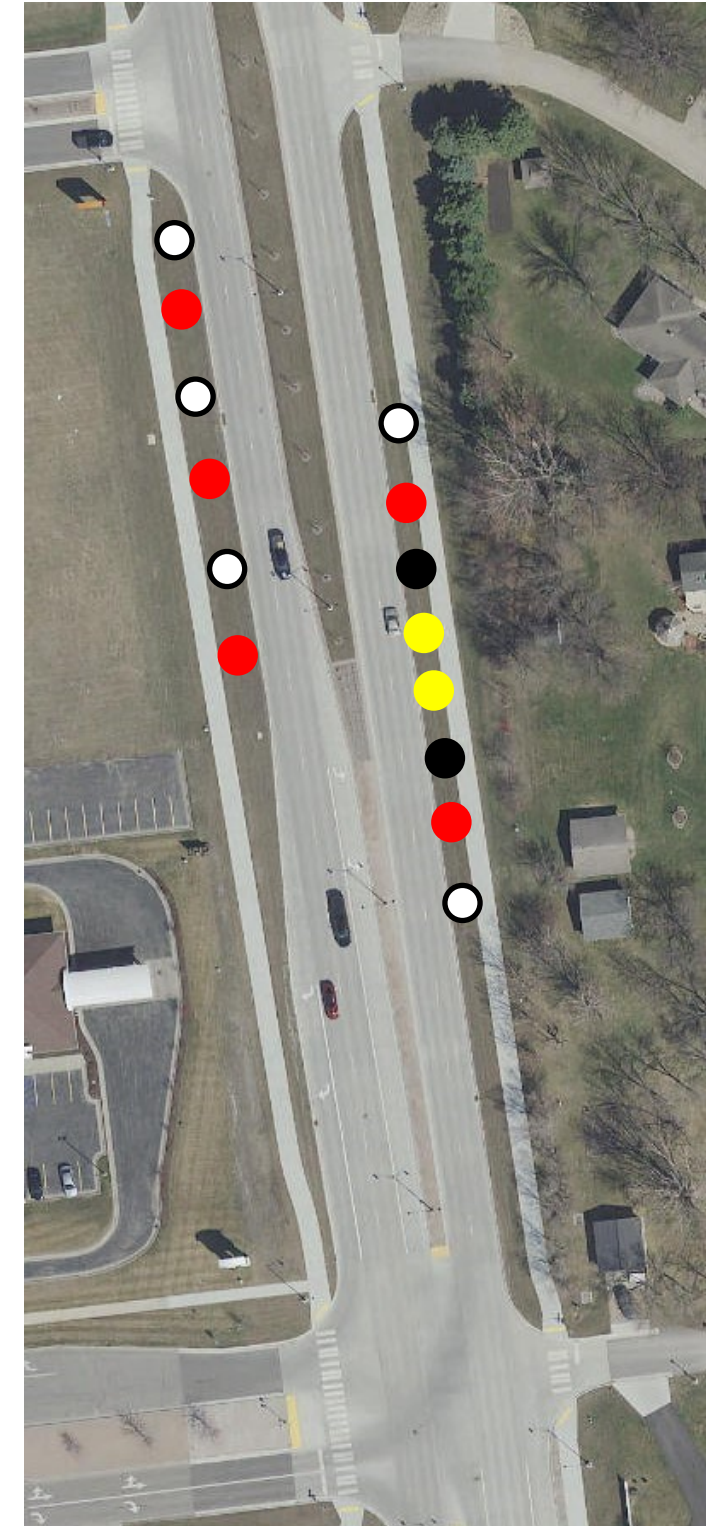
● Hackberry(4)
● Crabapple(0)

● Honey locust (4)
● Linden (6)

● Jap. Tree Lilac (4)
○ Coffeetree (5)

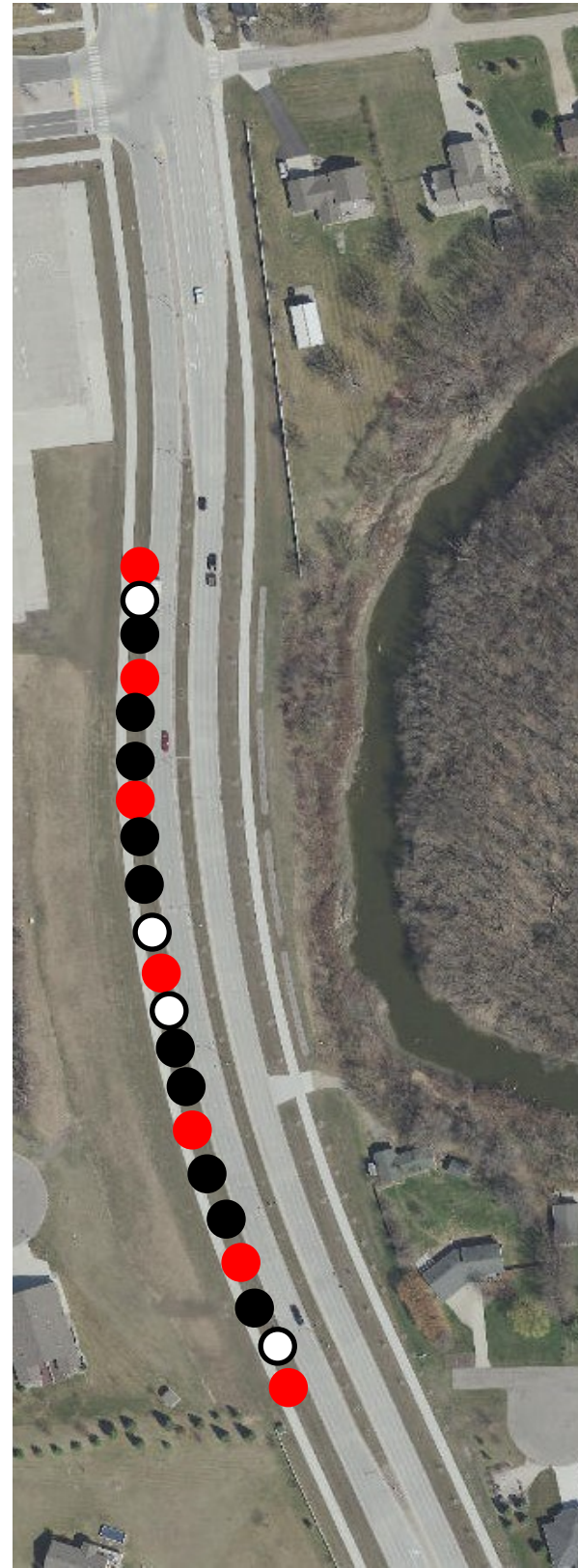
● Elm (5)

Section 2



Not to Scale

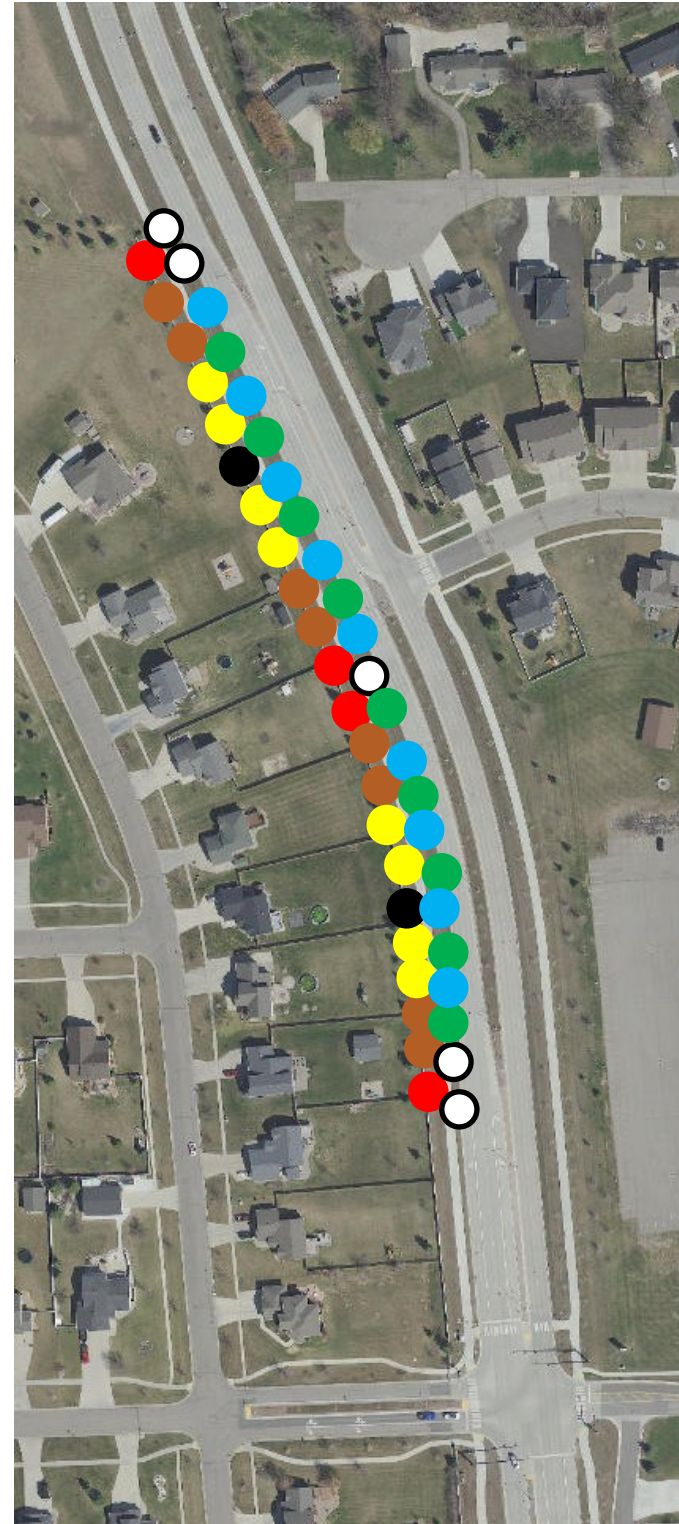
Sheyenne St. Planting Plan



Not to Scale

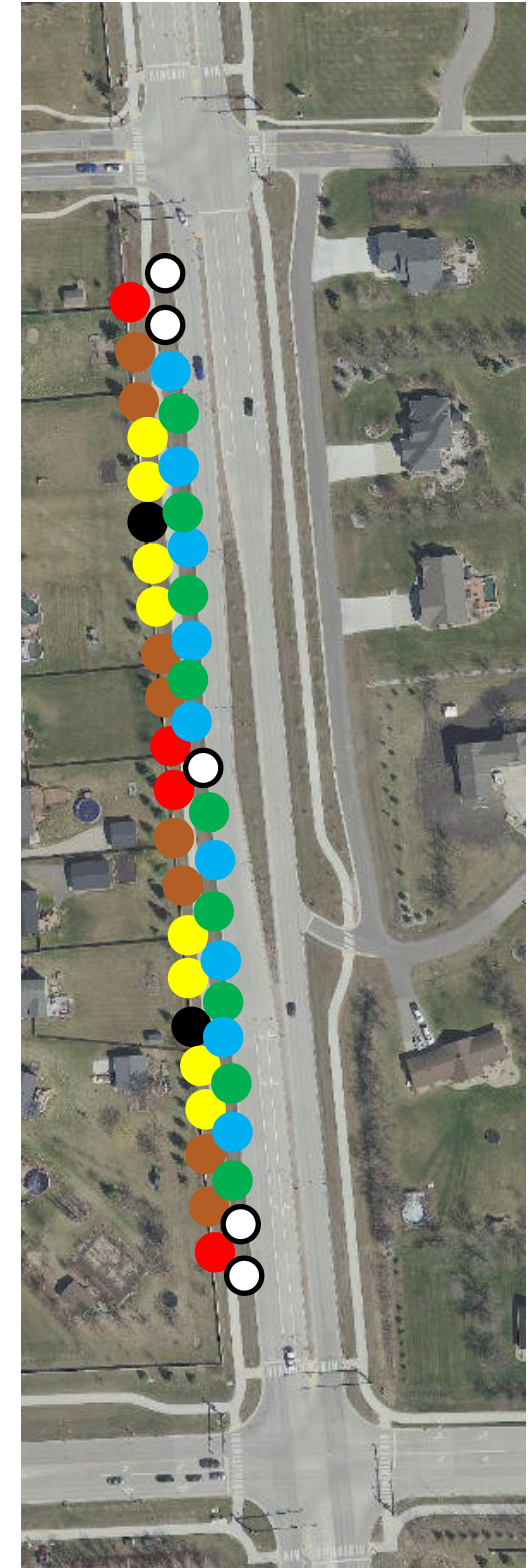
Section 3

Section 4



Not to Scale

Section 5



Not to Scale

Legend

● Hackberry (18)

● Honey locust (18)

● Jap. Tree Lilac (16)

● Elm (15)

● Crabapple (16)

● Linden (14)

○ Coffeetree (14)

SERVICES AGREEMENT

TREE PLANTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 (the “Effective Date”), by and between the City of West Fargo, a North Dakota political subdivision, (the “City”) and GreenEarth Landscaping LLC, a North Dakota limited liability company (“Contractor”).

RECITALS

WHEREAS, the City desires to hire a contractor to provide professional tree planting services, specifically along Sheyenne St. from 32nd Ave W. to 40th Ave. W.; and

WHEREAS, Contractor provides professional tree planting services and desires to provide these services to the City; and

WHEREAS, the City deems Contractor to be capable of providing professional tree planting services and desires to hire Contractor to provide these services along portions of Sheyenne St. according to the terms and conditions outlined under this Agreement.

NOW THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

I. Purpose

The purpose of this Agreement is for Contractor to provide tree planting services to the City along portions of Sheyenne St. in return, the City will compensate Contractor for services rendered.

II. Scope of Services

Contractor will perform the tree planting services as set forth under this Agreement. Contractor has discretion to perform the services as weather conditions permit.

Tree Planting Services: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant. All planting must follow specifications and details.

Property Damage: Contractor will be solely and wholly financially liable for any damaged property as a result of Contractor’s, or its employees, agents, or representatives, services provided under this Agreement. Contractor agrees to repair or replace any damaged real or personal property to its previous condition before the damage occurred. Failure of Contractor to repair or replace damaged real or personal property will result in the City repairing or replacing the damaged real or personal property and assessing the expenses to Contractor.

III. Property

The Scope of Services described above covers the property as shown in the map attached as **Exhibit A**.

IV. Responsibility of the City

The City will oversee the execution of this Agreement and disbursing of funds.

V. Contractor's Compensation and Method of Payment

The City will reimburse Contractor for services rendered per tree as shown in the RFP attached as **Exhibit B**. All final invoices shall be submitted no later than December 1 of the contract year.

VI. Term

This Agreement commences on the Effective Date and expires on December 31st, 2023, unless terminated sooner as provided under this Agreement.

VII. Termination

This Agreement may be terminated at will by either party after giving ten (10) days' written notice to the other party.

VIII. Assignability

This Agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

IX. Indemnification

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described under this Agreement.

X. Insurance

Contractor will, at Contractor's sole cost and expense, provide and maintain during the term of this Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the Scope of Services, said policy will have limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.

XI. Requirements for Insurance

Insurance policies or riders required by this Agreement must: (i) be taken out by Contractor before Contractor provides any services described under the Scope of Services; (ii) be maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of North Dakota; (iii) contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to the City as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (iv) name Contractor as an insured party and the City as an additional insured; (v) be in accordance with specifications approved by the insurance advisor for the City; and (vi) be evidenced by a Certificate of Insurance listing the City as an additional

insured, which will be filed with the City.

XII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to the City under the terms of this Agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to this Agreement.

XIII. Monitoring and Evaluating

The City may monitor and evaluate Contractor's progress and performance to assure that the terms of this Agreement are being satisfactorily met. Contractor shall cooperate with the City relating to such monitoring and evaluation.

XIV. Relationship of Parties

Contractor is an independent contractor under this Agreement, not the agent or employee of the City. Contractor is solely responsible for its acts and the acts of its employees, agents, or representatives.

XV. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this Agreement.

XVI. Severability

Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the legality or validity of the remainder of this Agreement.

XVII. Governing Law

This Agreement will be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement must be brought in an appropriate venue in the State of North Dakota.

XVIII. Entire Agreement

The provisions as set forth herein, and any exhibits hereto, constitute the entire agreement between the parties.

XIX. Effective Date

This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates written below.

Date:_____

GREENEARTH LANDSCAPING, LLC

By:_____

Its:_____

Date:_____

CITY OF WEST FARGO

Bernie L. Dardis, President of the Board

ATTEST:

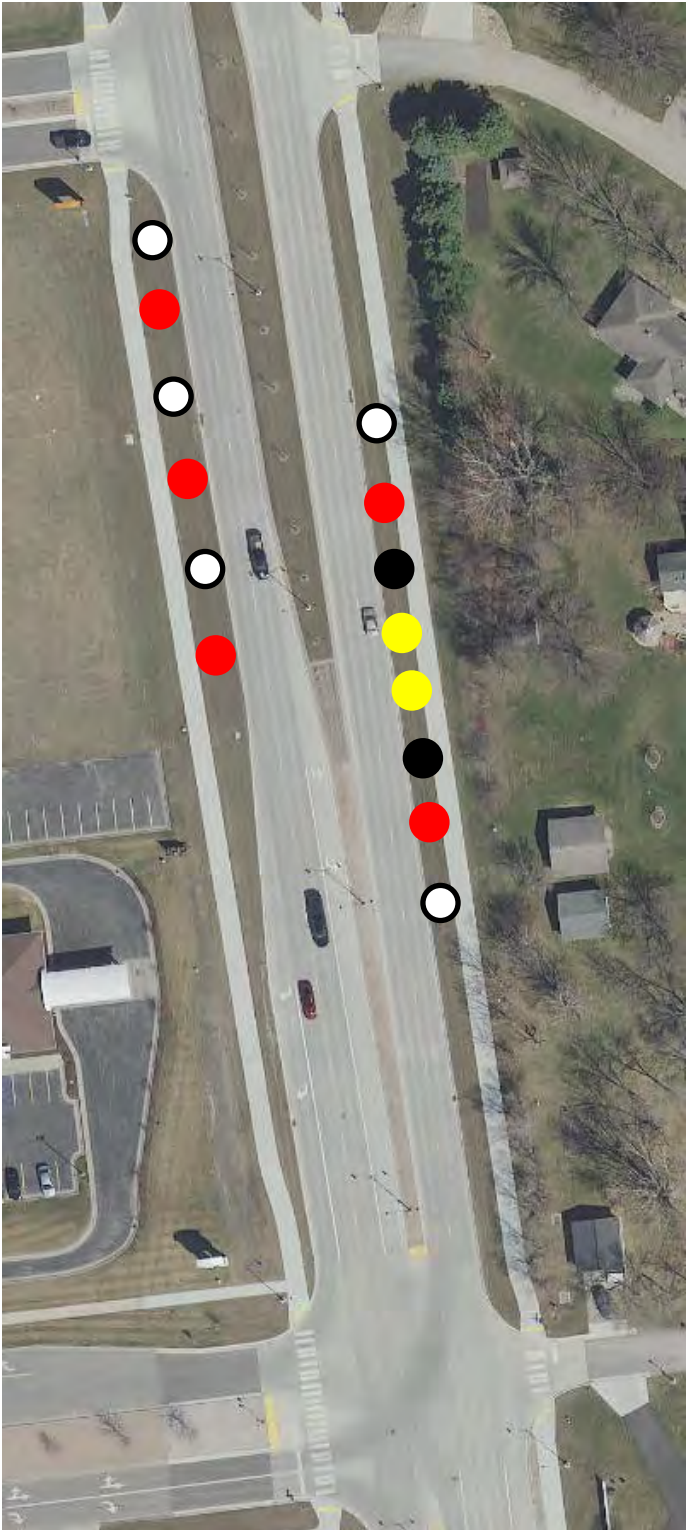
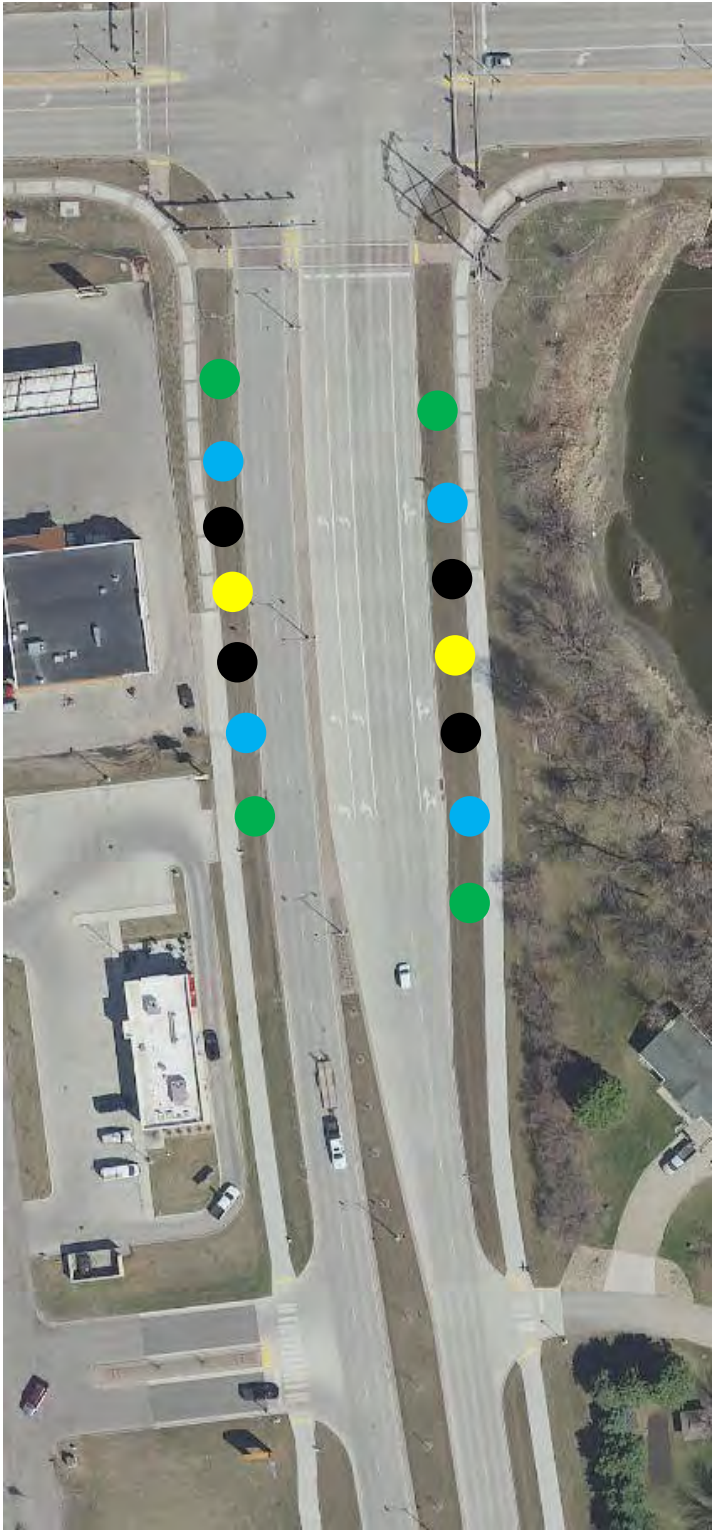
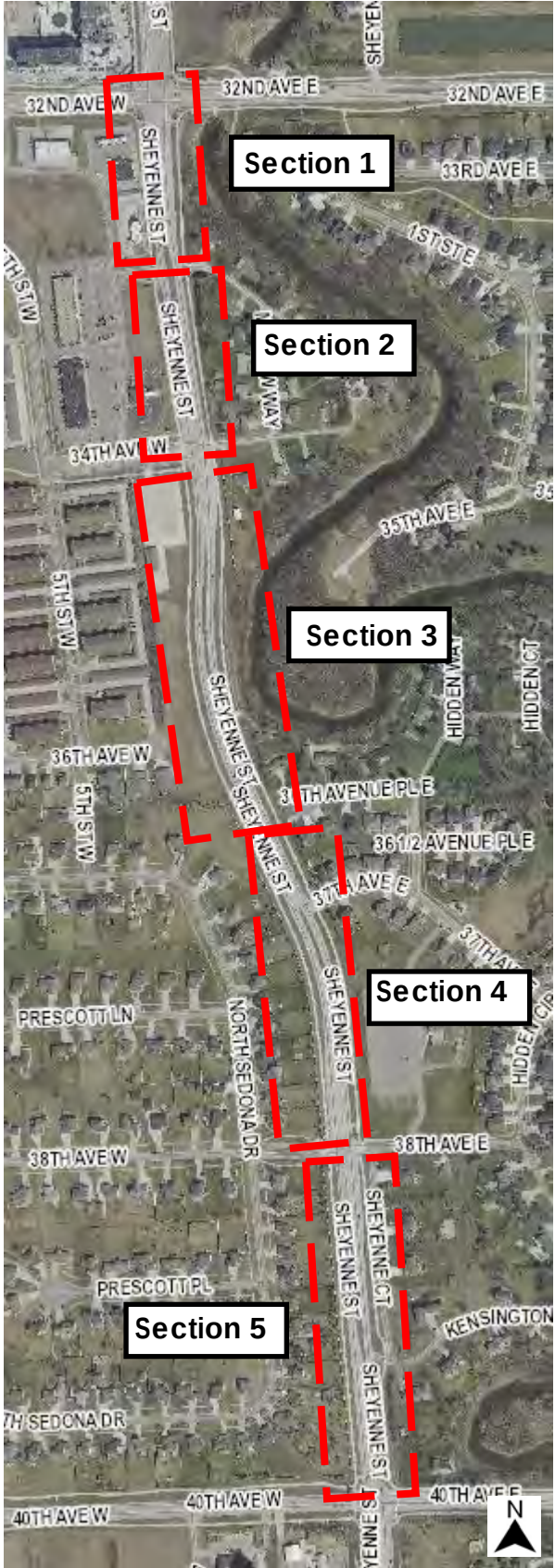
Tina Fisk, City Administrator



Sheyenne St. Planting Plan - 139 Trees
All Trees at 40 foot spacing

Section 1

Section 2



Legend

- Hackberry(4)
- Crabapple(0)

- Honey locust (4)
- Linden (6)

- Jap. Tree Lilac (4)
- Coffeetree (5)
- Elm (5)

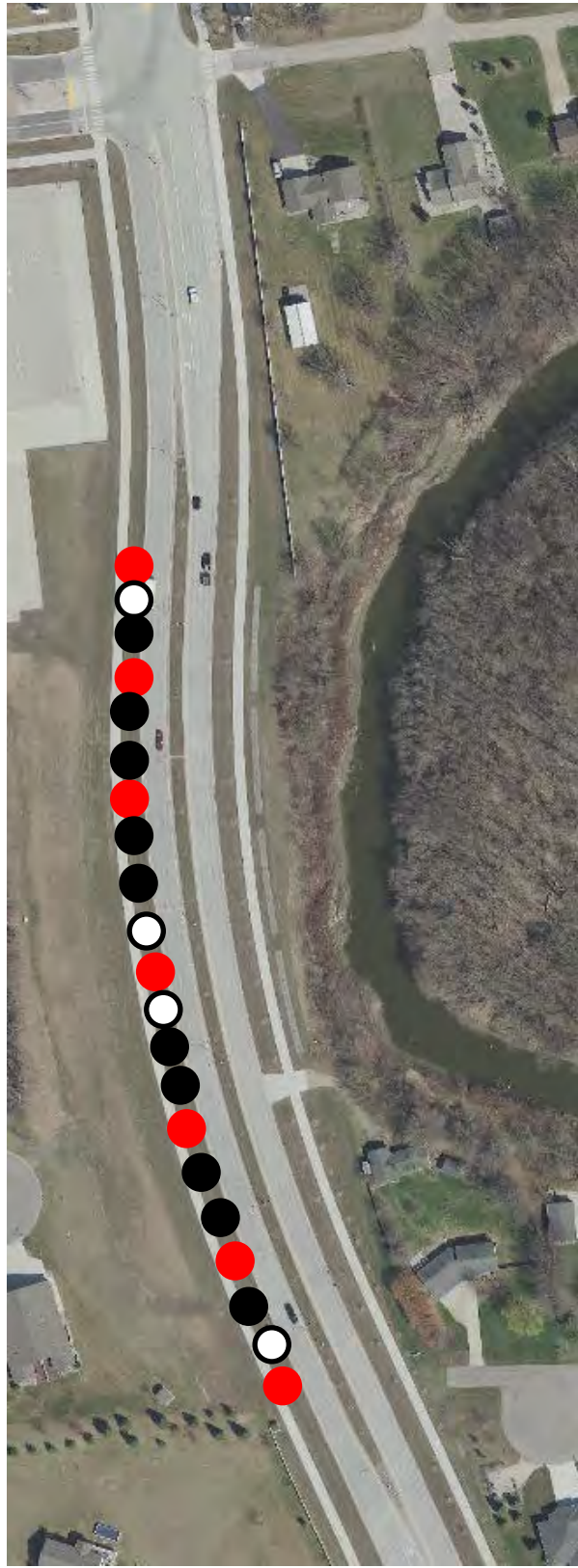
Not to Scale

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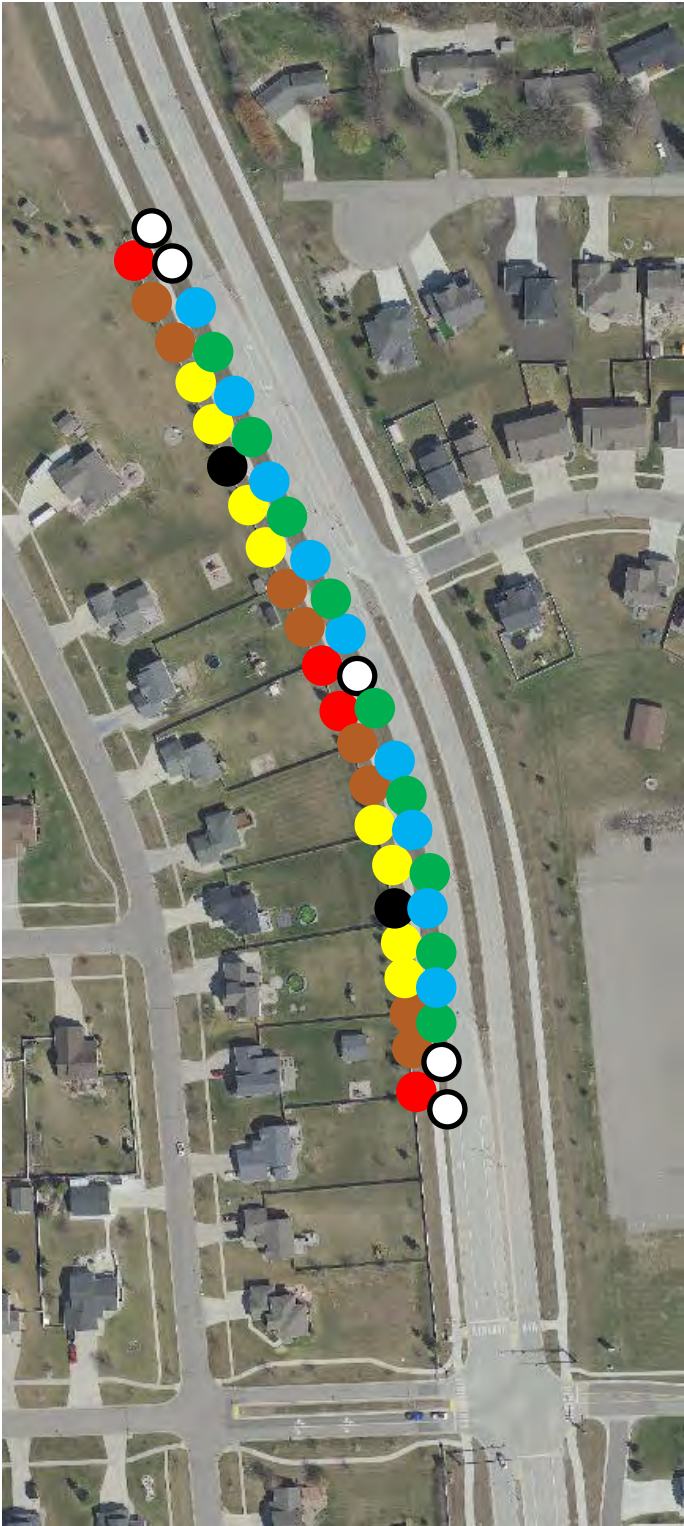


Sheyenne St. Planting Plan

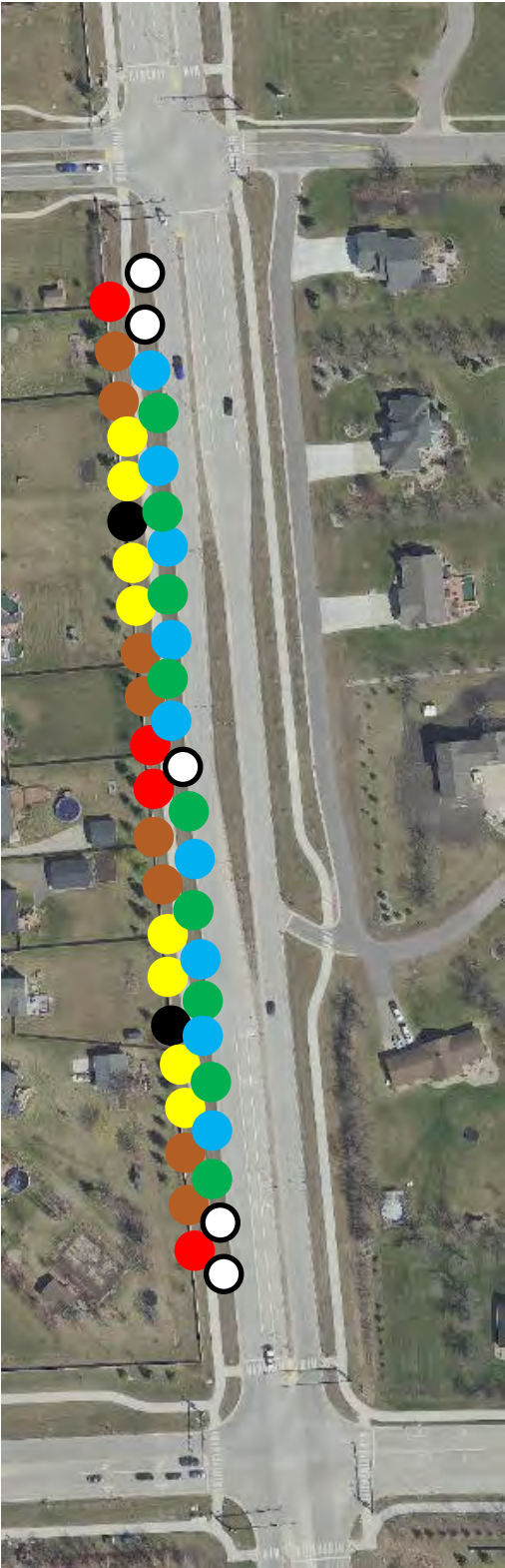


Not to Scale

Section 3



Not to Scale



Not to Scale

Legend

- | | | | |
|----------------|-------------------|----------------------|----------|
| Hackberry (18) | Honey locust (18) | Jap. Tree Lilac (16) | Elm (15) |
| Crabapple (16) | Linden (14) | Coffeetree (14) | |

**REQUEST FOR PROPOSALS (RFP)****TREE PLANTING – Sheyenne St. (32nd Ave to 40th Ave)****Published: Monday, January 16th, 2023**

GENERAL INFORMATION

The City of West Fargo, North Dakota (City) is requesting proposals from qualified firms for tree planting services. The project will involve furnishing and planting of trees on Sheyenne St. RFP packages will be accepted until noon Monday, Feb. 6th, 2023.

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the WFPW may choose to issue an Addendum in accordance with local state laws.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

Free digital RFQ project documents will be available at <https://www.westfargond.gov/Bids.aspx> or by contacting Chad Zander, West Fargo Forester at (701) 515-5400 or Chad.Zander@westfargond.gov

Request for Proposals

January 2023

Hard copies should be shipped to ensure timely delivery to the contact as defined below:

Chad Zander, City of West Fargo Forester
810 12th Ave. NW
West Fargo, ND 58078

Office: (701) 515-5400
Fax: (701) 515-5419
Email: chad.zander@westfargond.gov

Proposals will be viewed at 9 a.m. Tuesday, Feb. 7th, 2023, at West Fargo Public Works (810 12th Ave. NW West Fargo, ND 58078).

TREE PLANTING**1) Specification**

The specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished and methods of installation will meet or exceed City of West Fargo Tree Planting Specifications (attached).

2) Alternative Species

Contractor will be responsible for providing alternative species for any tree species they are unable to procure. This will be listed on the Base Bid form.

3) Minimum Size

All species of trees are required to be a minimum 1.25" caliper size.

4) Mobilization

Mobilization item is for total mobilization to complete the project. Any recalls by the City to complete additional work will result in an additional mobilization payment. Any recalls by the City for correction work for defective product will not result in additional mobilization. A single mobilization may be for multiple days of project work.

5) Proposal requirements

Consultants wishing to be considered for this work must submit one (1) copy of their Base Bid form (attached).

6) Consultant Selection Process

- a) Evaluation will include, but not limited to the criteria below:
 - i) Price
 - ii) Ability to supply requested species of trees
- b) After a review of the proposals and the interview process, the City will then rank the candidates. The City will attempt to negotiate a satisfactory contract with that respondent. If the City is unable to reach agreement with the first respondent, the City will repeat the proposal/negotiation process with the second rated respondent, and then third rated respondents, if necessary.

Request for Proposals

January 2023

Base Bid - Tree Planting Services

Description	Unit of Measure	Quantity	Unit Price including installation	Total Price
Common Hackberry	EA	22	\$	\$
Harvest Gold Linden	EA	20	\$	\$
Northern Acclaim Honeylocust	EA	22	\$	\$
Ivory Silk Jap. Tree Lilac	EA	20	\$	\$
Triumph Elm	EA	20	\$	\$
Pink Spires Crabapple	EA	16	\$	\$
Espresso Coffee Tree	EA	19	\$	\$
Mobilization	EA	1	\$	\$
BASE BID TOTAL				\$

Alternative Species:

Company _____

By: _____
(Name)_____
(Title)



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and

Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and

Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 3, 2023

Subject: Improvement District No. 2270 - Traffic Signal at 9th St W and 32nd Ave W

Action: Accept Bids and Award Contract

New Information and Recommendation:

A virtual bid opening was conducted on March 29, 2023 at 10:30 AM where three (3) proposals were received. Strata Corporation was the lowest bidder for their bid amount of \$658,894.80 for Improvement District No. 2270. Results are attached to this packet. Also attached for review is a signed "Engineer's Statement of Estimated Cost" prepared in accordance with N.D.C.C 40-22-29 as well as preliminary funding documents.

The following documents are attached for review/consideration:

- Affidavit of Publication, Bid Tabulation, Draft Notice of Award, signed Engineer's Statement of Estimated Cost.
- Resolution Accepting Bid

Staff Recommendation: ACCEPT BIDS AND Award Contract to Strata Corporation for their bid amount of \$658,894.80.

Background and Project Summary:

Project will add a traffic signal and update the geometry of the intersection of 9th Street W and 32nd Ave W. This will be the first traffic signal added to 9th St W, and will require additional infrastructure installation to service the signal.

Policy Analysis:

Project will improve traffic flow on 9th Street W during peak hours.

Financial Analysis:

Per the Engineer's Report, this project is estimated to cost \$860,000 and is scheduled to be funded using a combination of CIP sales tax and Special Assessments.

Previously Presented Information and Commission Actions:

February 21, 2023-

- Staff Recommendation: Approve Plans and Specifications and Authorize Ad for Bid
- Commission Action: Commissioner Olson moved and Commissioner Anderson seconded to approve. No Opposition, motion Carried.

January 3, 2023

- Staff Recommendation: Initiate Public Hearing for the recently approved Resolution Declaring Work Necessary, and Direct Engineer to prepare Plans and Specifications.
- Commission Action: Commissioner Simmons moved and Commissioner Olson seconded to approve. Commissioner George voted nay, motioned carried on a 4 to 1 vote.

November 21, 2022-

- Staff Recommendation: Create Improvement District No. 2270, Approve Engineer's Report and Authorize Resolution of Necessity
- Commission Action: Commissioner Simmons moved and Commissioner Olson seconded to approve, Commissioner George voted nay, motion carried on a 4 to 1 vote.

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

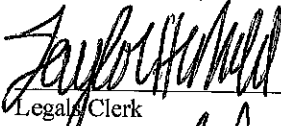
ss.

COUNTY OF CASS

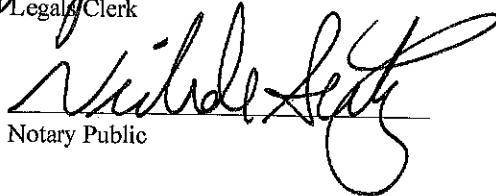
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday March 8, 2023, Wednesday March 15, 2023*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

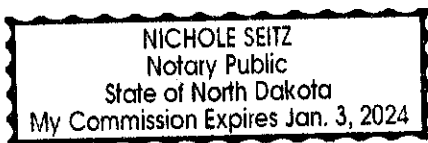
Dated this 15th day of March, 2023



Legal Clerk



Notary Public



**CITY OF WEST FARGO, NORTH
DAKOTA**

**IMPROVEMENT DISTRICT NO. 2270
TRAFFIC SIGNAL INSTALLATION
ADVERTISEMENT FOR BIDS**

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until March 23, 2023 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of installation of a traffic signal at 9th Street W and 32nd Ave W.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 8397709 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05.

Owner: City of West Fargo

By: Tina Fisk

Title: City Administrator

Date: February 21, 2023

(March 8 & 15, 2023) 197572

District 2270 - Traffic Signal Installation (9th Street W and 32nd Ave W) (#8397709)

Owner: West Fargo, City of

Solicitor: West Fargo, City of

03/29/2023 10:00 AM CDT

					Engineer Estimate		Strata Corporation		Fargo Electric Construction Inc		All Finish Concrete, Inc.		
Section Title	Line Item	Item Code	Item Descr	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - Schedule A (Required)							\$540,819.50		\$658,894.80		\$749,347.00		\$885,301.00
	103	100	CONTRACT L SUM		1	\$6,000.00	\$6,000.00	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00
	202	128	REMOVE A TON		18	\$22.00	\$396.00	\$69.00	\$1,242.00	\$72.00	\$1,296.00	\$108.00	\$1,944.00
	202.1	130	REMOVAL LF		490	\$38.00	\$18,620.00	\$16.00	\$7,840.00	\$17.00	\$8,330.00	\$20.00	\$9,800.00
	202.2	136	REMOVAL TON		138	\$185.00	\$25,530.00	\$108.00	\$14,904.00	\$113.00	\$15,594.00	\$60.00	\$8,280.00
	251	99	TURF ESTAL SUM		1	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00
	253	200	HYDRAULICS		75	\$5.50	\$412.50	\$15.00	\$1,125.00	\$16.00	\$1,200.00	\$6.00	\$450.00
	261	112	FIBER ROLL LF		100	\$5.50	\$550.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$5.00	\$500.00
	261.1	113	REMOVE F LF		100	\$3.00	\$300.00	\$10.50	\$1,050.00	\$11.00	\$1,100.00	\$8.00	\$800.00
	302	121	AGGREGATION		19	\$180.00	\$3,420.00	\$90.00	\$1,710.00	\$94.00	\$1,786.00	\$193.00	\$3,667.00
	550	310	10IN NON SY		229	\$150.00	\$34,350.00	\$198.00	\$45,342.00	\$205.00	\$46,945.00	\$345.00	\$79,005.00
	702	100	MOBILIZATION SUM		1	\$30,500.00	\$30,500.00	\$26,250.00	\$26,250.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00
	704	999	TEMPORARY L SUM		1	\$5,000.00	\$5,000.00	\$1,335.00	\$1,335.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00
	708	1540	INLET PRO EA		4	\$175.00	\$700.00	\$265.00	\$1,060.00	\$275.00	\$1,100.00	\$210.00	\$840.00
	708.1	1541	REMOVE II EA		4	\$75.00	\$300.00	\$70.00	\$280.00	\$75.00	\$300.00	\$55.00	\$220.00
	748	140	CURB & GULL LF		485	\$50.00	\$24,250.00	\$65.00	\$31,525.00	\$68.00	\$32,980.00	\$98.00	\$47,530.00
	750	200	CONCRETE SY		224	\$84.00	\$18,816.00	\$186.00	\$41,664.00	\$195.00	\$43,680.00	\$250.00	\$56,000.00
	750.1	210	CONCRETE SY		3	\$125.00	\$375.00	\$380.00	\$1,140.00	\$400.00	\$1,200.00	\$300.00	\$900.00
	754	1000	SALVAGE SEA		3	\$35.00	\$105.00	\$25.00	\$75.00	\$30.00	\$90.00	\$29.00	\$87.00
	754.1	110	FLAT SHEET SF		82	\$40.00	\$3,280.00	\$90.00	\$7,380.00	\$43.00	\$3,526.00	\$61.00	\$5,002.00
	754.2	592	RESET SIGN EA		2	\$75.00	\$150.00	\$50.00	\$100.00	\$90.00	\$180.00	\$55.00	\$110.00
	754.3	593	RESET SIGN EA		2	\$190.00	\$380.00	\$150.00	\$300.00	\$210.00	\$420.00	\$155.00	\$310.00
	762	132	EPOXY PVN LF		1140	\$8.75	\$9,975.00	\$7.75	\$8,835.00	\$8.00	\$9,120.00	\$8.00	\$9,120.00
	762.1	135	EPOXY PVN LF		626	\$35.00	\$21,910.00	\$27.80	\$17,402.80	\$30.00	\$18,780.00	\$31.00	\$19,406.00
	762.2	136	EPOXY PVN SF		80	\$50.00	\$4,000.00	\$32.00	\$2,560.00	\$34.00	\$2,720.00	\$35.00	\$2,800.00
	770	4521	REVISE LIG EA		2	\$2,000.00	\$4,000.00	\$2,600.00	\$5,200.00	\$4,200.00	\$8,400.00	\$4,015.00	\$8,030.00
	772	9200	IT SYSTEM EA		1	\$25,000.00	\$25,000.00	\$47,650.00	\$47,650.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
	772.1	9811	TRAFFIC SIGN EA		1	\$300,000.00	\$300,000.00	\$382,125.00	\$382,125.00	\$398,000.00	\$398,000.00	\$490,000.00	\$490,000.00
Base Bid Total:							\$540,819.50		\$658,894.80		\$749,347.00		\$885,301.00

NOTICE OF AWARD

Date of Issuance:

Owner: City of West Fargo

Owner's Contract No.: 2270

Engineer: City of West Fargo

Engineer's Project No.: 2270

Project: Traffic Signal at 9th St W and 32nd Ave W

Improvement District No. 2270 – Traffic
Contract Name: Signal Installation

Bidder: Strata
Corporation

Bidder's Address: P.O. Box 13500 Grand Forks, ND 58208-3500

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 9, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Improvement District No. 2270 - Traffic Signal Installation.

The Contract Price of the awarded Contract is: \$658,894.80 [note if subject to unit prices, or cost-plus]

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and two copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ 3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

April 3, 2023

Board of City Commissioners
City of West Fargo
800 4th Avenue East
West Fargo, ND

Re: Improvement District No. 2270
Traffic Signal Installation – 9th Street W and 32nd Ave W

WHEREAS, bids were opened and filed for Improvement District No. 2270 for the City of West Fargo, North Dakota; and

WHEREAS, the engineer for the City of West Fargo, North Dakota is required to make a careful and detailed statement of the estimated cost of work (pursuant to N.D.C.C. 40-22-29);

NOW THEREFORE, I, Daniel R. Hanson, do hereby certify as follows:

That I am the City Engineer for the City of West Fargo, North Dakota;
That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Improvement District No. 2270 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 29th day of MARCH, 2023.

Daniel R. Hanson
ND REG. NO. 4962

Engineer for the City of West Fargo
West Fargo, North Dakota



Street Improvement District No. 2270
Traffic Signal Installation
West Fargo, ND

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Spec	Code				
103.	100	CONTRACT BOND	L SUM	1	\$6,400.00
202.	128	REMOVE AGGREGATE BASE	TON	18	\$69.00
202.	130	REMOVAL OF CURB & GUTTER	LF	490	\$16.00
202.	136	REMOVAL OF PAVEMENT	TON	138	\$108.00
251.	99	TURF ESTABLISHMENT & PERMANENT EROSION	L SUM	1	\$3,300.00
253.	200	HYDRAULIC MULCH	SY	75	\$15.00
261.	112	FIBER ROLLS 12IN	LF	100	\$11.00
261.	113	REMOVE FIBER ROLLS 12IN	LF	100	\$10.50
302.	121	AGGREGATE BASE COURSE CL 5	CY	19	\$90.00
550.	310	10IN NON REINF CONCRETE PVMT CL AE-DOW	SY	229	\$198.00
702.	100	MOBILIZATION	L SUM	1	\$26,250.00
704.	999	TEMPORARY TRAFFIC CONTROL	L SUM	1	\$1,335.00
708.	1540	INLET PROTECTION-SPECIAL	EA	4	\$265.00
708.	1541	REMOVE INLET PROTECTION-SPECIAL	EA	4	\$70.00
748.	140	CURB & GUTTER-TYPE I	LF	485	\$65.00
750.	200	CONCRETE MEDIAN PAVING	SY	224	\$186.00
750.	210	CONCRETE MEDIAN NOSE PAVING	SY	3	\$380.00
754.	1000	SALVAGE SIGN ASSEMBLY	EA	3	\$25.00
754.	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	82	\$90.00
754.	592	RESET SIGN PANEL	EA	2	\$50.00
754.	593	RESET SIGN SUPPORT	EA	2	\$150.00
762.	132	EPOXY PVMT MK 8IN LINE-GROOVED	LF	1,140	\$7.75
762.	135	EPOXY PVMT MK 24IN LINE-GROOVED	LF	626	\$27.80
762.	136	EPOXY PVMT MK MESSAGE-GROOVED	SF	80	\$32.00
770.	4521	REVISE LIGHT STANDARD	EA	2	\$2,600.00
772.	9200	IT SYSTEM	EA	1	\$47,650.00
772.	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1	\$382,125.00
Construction Subtotal					\$658,894.80
Contingencies					\$66,105.20
Total Construction					\$725,000.00
Engineering					\$80,000.00
Legal & Administration					\$29,000.00
Bond Discount					\$29,000.00
TOTAL COST					\$863,000.00

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Improvement District No. 2270 – New Traffic Control System, Street Reconstruction; And Incidentals of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of _____, in the amount of \$ _____, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said _____, in the amount of \$ _____, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: April 3, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____.

The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



“Consent” or “Regular” Agenda
Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 3, 2023

Subject: Multi-Use Path, Eaglewood Park to the Lights on Sheyenne

Action: Create Project No. 6058, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications

New Information and Recommendation:

The project seeks to create a new bike/pedestrian facility that will connect Eaglewood Park to The Lights on Sheyenne. This Project has received a federal Transportation Alternative (TA) grant from the NDDOT, and will be constructed in 2024.

The following documents are attached for review/consideration:

- Engineer's Report
- Associated Resolutions for approval

Staff Recommendation: Create Project No. 6058 – Eaglewood Park to the Lights Multi-Use Path, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications.

Policy Analysis:

Project has been awarded a Transportation Alternative (TA) grant. These projects were developed in conjunction with Planning Department and was awarded grant funding from the NDDOT via MetroCOG. Project will be designed, bid and administered by the Engineering department.

Financial Analysis:

The total estimated cost is \$400,000. Proposed funding is a TA grant for 80% of project construction costs, and capital improvement sales tax for the remaining 20%. The 2022 CIP has a budget of \$308,000.

Previously Presented Information and Commission Actions:

June 21, 2021 – Commission Accepted grant funding and authorized staff to begin preliminary engineering.

- Staff Recommendation: Accept Grant Funding and authorize staff to begin preliminary engineering
- Commission Action: Commissioner George moved and Commissioner Simmons seconded to approve.

December 10, 2020 - MetroCOG Transportation Technical Committee ranked and prioritized all metro TA Grant applications, and forwarded two of the three projects submitted by West Fargo to the NDDOT for grant consideration. The third project was submitted to the NDDOT for Highway Safety Improvement Program (HSIP) funding at the suggestion of the Committee.

December 7, 2020 - Engineering department presented three applications for the TA Grant program. Commission approved the project applications and approved Commission President Dardis to sign letters of recommendation.

- Staff Recommendation: Approve applications and authorize Commission President Dardis to sign letters of support.
- Commission Action: Commissioner George moved and Commissioner Olson seconded to approve.



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Project No. 6058

Multi-Use Path – Eaglewood Park to the Lights on Sheyenne

General Nature (Scope)

Project will construct a multi-use path that will connect Eaglewood Park to the Lights on Sheyenne entertainment district. Project will connect existing multi-use paths within Eaglewood Park, construct additional new path in the City owned lot to the east, and will reconstruct the sidewalk into a multi-use path adjacent to 5th Street W. Project has been awarded a Transportation Alternative (TA) grant from the NDDOT which will cover up to 80% of construction costs.

Purpose

The project will upgrade bike/pedestrian facilities to the Lights on Sheyenne and connect the district to the adjacent neighborhood bike/pedestrian facilities. This will create easier access for neighborhoods near the district via alternative transportation.

Feasibility

This project has had preliminary engineering and design completed by West Fargo Engineering Department. Project will be designed by the Engineering Department and bid using NDDOT online bidding process. This project will be administered and inspected using existing Engineering Department resources.

Estimate of Probable Cost

Construction		\$400,000
Bid Proposal Items	\$363,500	
Contingency (~10%)	\$36,500	
Consultant (Design/Construction)		\$ 0
Legal		\$ 0
Administration		\$ 0
Land Acquisition		\$ 0
Utility Relocation		\$ 0
Bonding/Interest		\$ 0
Total Estimated Cost		\$ 400,000

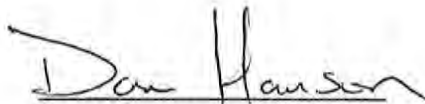
Source of Funds

Special Assessments		\$ 0
Federal TA Grant Funds		\$ 320,000
City Funds		\$72,000
Capital Impr. Sales Tax	\$72,000	
Water/Sewer Revenue	\$0	
Water/Sewer Bond	\$0	
Total		\$ 400,000

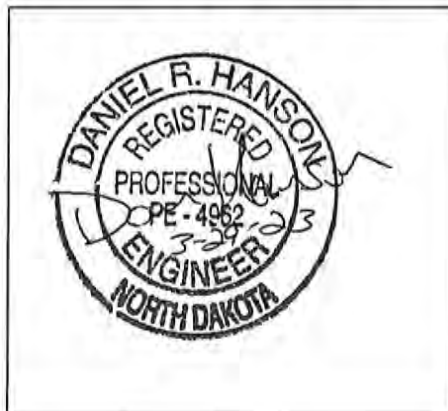
Supporting Documents (available upon request)

- A. Itemized Estimate of Probable Cost
- B. Maps, Drawings, Etc.
- C. Photos

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.



Daniel R. Hanson, P.E.
ND Registration No. 4962



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 6058 – MUTI-USE PATH –
EAGLEWOOD PARK TO THE LIGHTS OF THE CITY OF WEST FARGO, NORTH
DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 6058 – Multi-Use Path - Eaglewood Park to The Lights of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a Multi-Use Path Project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 6058 – Multi-Use Path - Eaglewood Park to The Lights of the City of West Fargo, North Dakota.

Dated: April 3, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of a multi-use path connecting the Eaglewood Park to The Lights Facility and any related incidentals used or useful in connection with the above specified improvements, be constructed and made in Project No. 6058 – Multi-Use Path – Eaglewood Park to The Lights of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: April 3, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No. 6058 – Multi-Use Path – Eaglewood Park the The Lights.

Dated: April 3, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of a multi-use path connecting The Eaglewood Park to The Lights Facility and any related incidentals used or useful in connection with the above specified improvements, be constructed and made in Project No. 6058 – Multi-Use Path – Eaglewood Park to The Lights of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: April 3, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

ORDINANCE NO. 1223

AN ORDINANCE TO AMEND AND RENACT SECTION 15-0207 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO, RELATING TO COLLECTION OF GARBAGE FEES.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 15-0207 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

15-0207. GARBAGE COLLECTION FEES. The fees for garbage collection shall be paid monthly in advance and shall be ~~as follows:~~ in an amount as set by resolution of the City Commission.

- ~~1. Single Family Residence: \$13.00 per month.~~
- ~~2. Multiple Dwellings and mobile home park unit property: \$13.00 per month for each house keeping unit.~~
- ~~3. Commercial Establishments, factories, places of public entertainment and other business places shall be charged \$3.15 per cubic yard collected per month, with a minimum monthly charge of \$13.60 per month.~~
- ~~4. Commercial Establishments, factories, places of public entertainment and other business places may rent dumpsters from the City, if available. The rental charge shall be \$5.30 per cubic yard capacity of dumpster per month.~~

The payment in all cases for garbage service pickup collection and disposal shall be made directly to the City of West Fargo.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

CITY OF WEST FARGO - AIRBORNE VECTOR CONTROL, LLC.
MOSQUITO SPRAYING AGREEMENT
2023 – 2025

This Mosquito Spraying Agreement ("Agreement") is made between Airborne Vector Control, LLC., a Minnesota Limited Liability Company, of Halstad, MN ("Contractor"), and the City of West Fargo, North Dakota, a municipal corporation ("City"), who agree as follows:

RECITAL

The Contractor and the City hereby agree that Contractor will be retained by City for the purpose of aerial spraying of pesticides over West Fargo, North Dakota. In order to be retained by City, City requires the following from Contractor and its Pilot in Command:

- Minimum of 2,000 hours flight experience.
- Minimum of 50 hours night flight time with a twin-engine aircraft.
- Minimum of 200 hours flight time with a twin-engine aircraft;
- Minimum of 50 hours flight time for the make, model, and series that will be used to complete the spray mission for the City;
- Minimum of 100 hours flight time applying pesticides to a city;
- Minimum of 20 hours flight time applying pesticides to a city at night;
- Minimum of 100 takeoffs/landings at altitude typical of project area with loads similar to an average load.
- Minimum of 2 years' experience in aerial mosquito control.
- Twin engine aircraft with a spray system meeting all specifications in FAR137 and authorized by the FAA and which is based within one hundred (100) miles of the City.
- Spray system nozzles shall be equal to the rotary atomizer-Micronair, 30-micron droplet spectrum;
- Swath Guidance GPS equipment with downloading capabilities. Upon request from the City, Contractor must provide printed reports within 24 hours of application.
- Reloading equipment capable of thirty (30) minute turns; and,
- Licensed and permitted to conduct business as an aerial applicator in North Dakota by April 1, 2018.

Contractor declares it has sufficient personnel and equipment to satisfy the requirements of the above paragraph to effectively spray all areas of the City with chemical pesticides approved for residential spraying. Contractor has provided to the City a written emergency response action plan identifying action steps in the event of an accident or a chemical release/dump, which plan is in form and substance satisfactory to the City.

SECTION I.

City hereby engages Contractor as an independent contractor, and not as an employee, to conduct aerial spraying of pesticides of approximately 10,750 acres over the City when directed to do so by Cass County Vector Control (CCVC), and Contractor hereby accepts and agrees to such engagement. City acknowledges and agrees that CCVC will be responsible for the direction of Contractor's work under the terms of this Agreement.

SECTION II.

The term of this Agreement shall commence May 1, 2023 subject to Section III of Agreement and shall terminate November 1, 2025(the "Term"), subject, however, to prior termination as hereinafter provided.

SECTION III.

City shall pay Contractor, and Contractor shall accept from City, in full payment of Contractor's services hereunder, compensation at a rate as follows:

- \$24,187.50 Retainer Fee paid on or before April 1st of 2023 and before April 1st on each renewal year thereafter.
- The quoted rate per acre (see Appendix A) is based on the use of the chemical Permethrin 30 + 30 applied at .007 lbs. per acre and mixed with mineral oil for a finished rate of 1 oz. per acre.
- If the City determines that a different application rate of Permethrin or a chemical other than Permethrin should be used, then the rate per acre shall be renegotiated and both the City and Contractor agree to negotiate in good faith.

- City shall pay Contractor a \$500.00 Ferry Fee for each application and assessed to every release of the aircraft by the City.

The Retainer Fee will be subtracted from the billing cycles until 100% of the Retainer Fee has been assessed against Contractor by the City, therefore reducing the cost of the initial billings by \$24,187.50 . If at the end of each spray season there remains any unused Retainer Fee, then the unused Retainer Fee shall be retained by and become the sole property of Contractor. Any unused Retainer Fee will not apply to future spray seasons.

SECTION IV.

Contractor shall provide all chemicals and shall be responsible for any and all licenses, permits, fees, and all other items required of aerial applicators of pesticides. The chemical usage rates will be determined by CCVC and shall be subject to Section III of this Agreement.

SECTION V.

All chemicals used by Contractor must be a chemical which has been previously approved by the Environmental Protection Agency, the North Dakota State Department of Health and the West Fargo Public Health Department prior to application. Further, all chemicals must be applied according to the manufacturers' label, terms and specifications.

SECTION VI.

Contractor shall comply with all applicable statutes, ordinances, rules, regulations, and orders of all public agencies and authorities relating to the aerial application of pesticides over residential areas.

SECTION VII.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or

modification is in writing, duly executed as aforesaid and the parties further agree that the provisions of this section may not be waived as herein set forth.

SECTION VIII.

Contractor will secure public liability insurance in the minimum amounts as follows:

- Non-Chemical:
 - \$5,000,000 Public Liability (bodily injury and property damage) combined single limit.
- Chemical:
 - \$500,000 each person bodily.
 - \$500,000 each occurrence bodily; and,
 - \$500,000 each occurrence property.
- Chemical coverage includes "all labeled products for mosquito control."
- Chemical coverage includes "cities and towns and residential areas"
- Coverage includes the City as a fully insured additional insured

Contractor shall pay the premium on such insurance policy, and the City shall be designated as a "named insured" on such policy. Contractor shall maintain such policy in force for all months in which it performs services for the City under the provisions of this Agreement.

SECTION IX.

Contractor agrees to indemnify the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments arising from or arising against it from Contractor's negligence in services performed by the Contractor relative to this Agreement.

SECTION X.

Contractor agrees that, upon receiving written authorization from CCVC, aerial application of pesticides over the City shall be completed within a reasonable time from notification by CCVC, not to exceed seventy-two (72) hours, unless such performance is prevented by an act of God (such as high

winds, rain or cold temperature) or unforeseen circumstances beyond the control of the Contractor pertaining to the aerial application of the City or aerial application of other clients of Contractor. However, the City reserves the right to cancel or withdraw said notice in writing delivered by CCVC to Contractor prior to the scheduled application. No aerial spraying shall occur without prior written notification to Contractor by and with the approval of CCVC.

SECTION XI.

Contractor agrees that performance under this Agreement shall be completed in a satisfactory and workman-like manner, subject to prior review and approval by the City, and/or state, and/or federal agencies.

SECTION XII.

Contractor shall remain in contact with CCVC for purposes of exchanging information and receiving directives related to the performance of this Agreement. Such contacts should be made and initiated by the Contractor with the designated representatives of CCVC at the time and place agreed upon by the parties hereto.

SECTION XIII.

With respect to termination of this Agreement:

- In the event of any violation by Contractor of any of the terms of this Agreement, and after failure by Contractor to remedy such violation within fifteen (15) days after written notice of such violation by City, City thereon may terminate this Agreement with written notice to Contractor and with pay for services rendered only to the time of such termination.
- In the event Contractor is not paid by the City in full within thirty (30) days after the delivery of an invoice by Contractor to the City, then Contractor may terminate this Agreement without notice and shall not be further obligated to the City for further aerial spraying.
- If the City and Contractor cannot agree on a renegotiated rate based on the change of the chemical used for spraying, as discussed under Section III of this Agreement, then

Contractor may terminate this agreement with thirty (30) days written notice and shall not be further obligated to the City for further aerial spraying.

- In the event that the City terminates this Agreement prior to the end of the Term and there is no unremedied violation by Contractor, then City shall be obligated to pay the remaining unpaid Retainer Fees through the end of the existing Term of this Agreement payable as a lump sum within thirty (30) days of termination. In the event that the Contractor terminates this Agreement prior to the end of the Term, then City shall not be obligated to pay remaining unpaid Retainer Fees.

SECTION XIV.

Prior to the spraying season, CCVC and City will provide an updated map detailing the spray boundaries with the corresponding updates regarding acreage changes.

CCVC and City shall also assist in the application process for approval with the North Dakota Department of Health. City shall supply an FAA authorization application signed by the Mayor. City shall be responsible for providing this information before April 15th of each year of the contract period. There shall be a \$100 processing fee after that date.

CCVC shall be responsible for making public announcements via radio, television and newspaper at least 48 hours in advance of each spray application. Contractor and CCVC shall edit the announcements in cooperation.

CCVC makes the "go, no go decision" for the release of aircraft. The ultimate decision to spray shall be that of Contractor and shall depend upon the weather conditions at the time of arrival. Should the weather conditions become unfavorable for spraying while the aircraft is en route or while spraying, then Contractor shall coordinate with CCVC the decision to postpone the application. The Ferry Fee shall be applied to City for the release of the aircraft. CCVC shall then be responsible for rescheduling the application and to make further public announcements. Contractor is not responsible for changes in weather or unforeseen mechanical difficulties that may hinder the application.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement at West Fargo, North Dakota, on the ____ day of _____, 2023.

AIRBORNE VECTOR CONTROL, LLC.

By _____
Robert Aslesen, Manger

CITY OF WEST FARGO

By _____
Bernie Dardis, Mayor of West Fargo

ATTESTING:

By _____
Director of Finance

APPENDIX A

PRICING STRUCTURE

(1) Price per Acre

Combined Acres Per Application	Unit Price *
Fee based on spraying over 15,000 acres	\$2.25 per acre
Fee based on 5,001 – 15,000 acres	\$2.65 per acre
Fee based on 0 – 5,000 acres	\$3.10 per acre
Retainer Fee ⁺	<i>See Schedule Below</i>

** Unit Price includes Permethrin mosquitocide at .007 pounds ai per acre.*

(2) Ferry Fee per Application

Ferry Fee of \$500 per jurisdiction per application.

(3) Retainer Fee per Jurisdiction per Season

Jurisdiction	Retainer Fee ⁺
--------------	---------------------------

City of West Fargo, ND	\$24,187.50
------------------------	-------------

⁺ *The retainer fee will be applied as a credit at the beginning of the billing cycle each spray season until 100% of the retainer has been assessed, therefore reducing the cost of the initial billings by the amount of the retainer fee per season. If at the end of the season there remains any unused retainer fee, then the unused retainer fee shall be retained by and become the sole property of Airborne Vector Control.*

March 28, 2023

Mr. Dustin Scott, Assistant City Administrator
City of West Fargo, ND
800 Fourth Ave. E., Suite #1
West Fargo, ND 58078

**RE: Letter Agreement between Client and AE2S Nexus
Finance Department Staff Support and Strategic Consulting #2**

Dear Mr. Scott:

Advanced Engineering and Environmental Services, LLC (d/b/a “AE2S Nexus”) proposes to provide Finance Department Staff Support and Strategic Consulting (Assignment) to City of West Fargo (CLIENT). This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S Nexus shall be governed regarding the services to be provided, and shall take effect upon CLIENT’S acceptance.

Scope of Services

AE2S Nexus will assist the City of West Fargo in this interim transition period with supporting the Finance Department and providing guidance and training over a 12-week period. Specific tasks include:

- Utility Billing
 - Perform Monthly Billing procedures to generate utility bills;
 - Update accounts with new meter information;
 - Assist City Staff on move in/ move out updates to accounts;
 - Generate ACH file for submission by City Staff;
 - Post late charges / generate past due notices;
 - Research tasks as requested; and
 - Assist with training new Utility Billing Supervisor.
- Accounting
 - Support City Staff with month-end reporting;
 - Enter payroll liabilities provided by City Staff into the accounting software;
 - Update accounting software with payroll journal entries;
 - Provide draft coding for miscellaneous (including legal) invoices to City Staff for review & approval;
 - Enter invoices into the accounts payable software module;
 - Provide summary budget reporting for airport and City courts;
 - Review bank statements and provide reconciliation report to City Staff for review and approval; and
 - Discuss any bank reconciliation discrepancies with City Staff and gather direction on next steps.

Mr. Dustin Scott, City of West Fargo, ND

RE: Letter Agreement for Finance Department Support

March 28, 2023

Page 2 of 3

- 2024 Budget Prep
 - Develop draft reporting for department heads to work on 2024 budget;
 - Facilitate budget meetings to discuss needs and changes for 2024;
 - Update draft 2024 budgets in accounting software; and,
 - Create summary budget presentations for staff use at commission.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the general Scope of Services. If authorized in writing by the CLIENT, AE2S Nexus will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

CLIENT's Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S Nexus:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide all criteria and full information as to CLIENT'S requirements for the Assignment.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

AE2S Nexus shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B with an estimated fee of \$144,000 including reimbursement for all project related expenses. A fee breakdown is provided below:

Item	Description	Amount
Utility Billing	Approximately 15 hours per week for 6 weeks, plus expenses	\$22,000
Accounting Support	Includes approximately 40 hours per week for 12 weeks, plus expenses	\$100,000
Budget Prep	Approximately 15 hours per week for 6 weeks, plus expenses	\$22,000
	Total	\$144,000

Mr. Dustin Scott, City of West Fargo, ND
RE: Letter Agreement for Finance Department Support
March 28, 2023
Page 3 of 3

Schedule

AE2S Nexus shall provide services for 12 weeks upon execution of the agreement with services not to extend beyond June 30, 2023 without prior written agreement between both parties.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule; and
3. All other attached Exhibits referenced in this Agreement.

There are no contract documents other than this Agreement and those documents listed above.

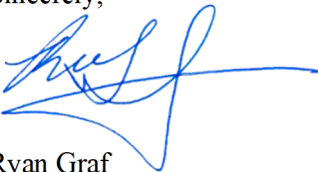
AE2S Nexus Designated Representative

Ryan Graf
4050 Garden View Dr, Ste 200
Grand Forks, ND 58201
Ryan.Graf@ae2s.com
218-791-5847

Acceptance

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S Nexus. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,



Ryan Graf

AE2S Nexus

By: 

Brian R. Bergantine, PE
Project Quality Director

Accepted this _____ day of _____, 2023

By: _____
Name and Title

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S Nexus under this Agreement will be the care and skill ordinarily used by members of AE2S Nexus's profession practicing under similar circumstances at the same time and in the same locality. AE2S Nexus makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S Nexus's services.
 - b. CLIENT shall be responsible for, and AE2S Nexus may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S Nexus pursuant to this Agreement. AE2S Nexus may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
 - c. AE2S Nexus's services do not include serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.
2. **Payments to AE2S Nexus**
 - a. Invoices will be prepared in accordance with AE2S Nexus's standard invoicing practices and will be submitted to CLIENT by AE2S Nexus monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S Nexus for services and expenses within 30 days, the amounts due AE2S Nexus will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S Nexus may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S Nexus has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
 - b. AE2S Nexus' estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to AE2S Nexus under the Agreement.
 - c. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to AE2S Nexus that a compensation amount thus estimated will be exceeded, AE2S Nexus shall give CLIENT written notice thereof. Promptly thereafter CLIENT and AE2S Nexus shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either agree to such compensation exceeding said estimated amount or CLIENT and AE2S Nexus shall agree to a reduction in the remaining services to be rendered by AE2S Nexus, so that total compensation for such services will not exceed said estimated amount when such services are completed.
 - d. AE2S Nexus' compensation is conditioned on time to complete the Assignment not exceeding the time identified in in this Agreement. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of AE2S Nexus, the total compensation to AE2S Nexus shall be appropriately adjusted.
3. **Insurance**

AE2S Nexus will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, AE2S Nexus shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, and employees from any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of AE2S Nexus or AE2S Nexus's officers, directors, members, partners, employees, or Consultants. The parties expressly agree that AE2S Nexus or AE2S Nexus's officers, directors, members, partners, or employees have no duty to defend CLIENT and CLIENT's officers, directors, members, and employees against any claims, causes of action, demands, lawsuits, or proceedings of any kind.
5. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S Nexus and AE2S Nexus's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from or in any way related to the Services or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S Nexus or AE2S Nexus's officers, directors, partners, employees, agents, or AE2S Nexus's Consultants, or any of them.
6. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S Nexus and AE2S Nexus's officers, directors, partners, employees, agents, and AE2S Nexus's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S Nexus or AE2S Nexus's officers, directors, partners, employees, agents, or AE2S Nexus's Consultants, or any of them, shall not exceed total compensation received by AE2S Nexus as part of this Agreement.
7. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S Nexus all amounts owing to AE2S Nexus under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
8. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S Nexus and AE2S Nexus's Consultants to enter upon public and private property as required for AE2S Nexus to perform services under this Agreement.
9. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S Nexus pursuant to this Agreement are instruments of service, and AE2S Nexus shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk;

10. **Force Majeure**
AE2S Nexus shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S Nexus's reasonable control.
11. **No Third Party Beneficiaries**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S Nexus and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S Nexus. AE2S Nexus's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S Nexus because of this Agreement or the performance or nonperformance of services hereunder.
12. **Assignment**
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
13. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
14. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S Nexus, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
15. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
16. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
17. **Controlling Law**
This Agreement is to be governed by the law of the State of North Dakota without regard to its conflicts of laws principles.
18. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
19. **Executed in Counterparts**
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each Party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

2023 Hourly Fee and Expense Schedule

Labor Rates*

Administrative 1	\$65.00	I&C Assistant	\$100.00
Administrative 2	\$79.00	I&C 1	\$148.00
Administrative 3	\$95.00	I&C 2	\$175.00
		I&C 3	\$198.00
Communications Specialist 1	\$105.00	I&C 4	\$210.00
Communications Specialist 2	\$122.00	I&C 5	\$220.00
Communications Specialist 3	\$141.00		
Communications Specialist 4	\$170.00	IT 1	\$130.00
Communications Specialist 5	\$187.00	IT 2	\$175.00
		IT 3	\$215.00
Construction Services 1	\$125.00		
Construction Services 2	\$153.00	Land Surveyor Assistant	\$95.00
Construction Services 3	\$170.00	Land Surveyor 1	\$115.00
Construction Services 4	\$188.00	Land Surveyor 2	\$139.00
Construction Services 5	\$208.00	Land Surveyor 3	\$157.00
		Land Surveyor 4	\$173.00
Engineering Assistant 1	\$85.00	Land Surveyor 5	\$190.00
Engineering Assistant 2	\$99.00		
Engineering Assistant 3	\$125.00	Operations Specialist 1	\$100.00
Engineer 1	\$135.00	Operations Specialist 2	\$125.00
Engineer 2	\$162.00	Operations Specialist 3	\$155.00
Engineer 3	\$190.00	Operations Specialist 4	\$177.00
Engineer 4	\$220.00	Operations Specialist 5	\$199.00
Engineer 5	\$235.00		
		Project Coordinator 1	\$116.00
Engineering Technician 1	\$84.00	Project Coordinator 2	\$130.00
Engineering Technician 2	\$105.00	Project Coordinator 3	\$145.00
Engineering Technician 3	\$126.00	Project Coordinator 4	\$160.00
Engineering Technician 4	\$141.00	Project Coordinator 5	\$180.00
Engineering Technician 5	\$161.00		
		Project Manager 1	\$205.00
Financial Analyst 1	\$112.00	Project Manager 2	\$225.00
Financial Analyst 2	\$127.00	Project Manager 3	\$240.00
Financial Analyst 3	\$153.00	Project Manager 4	\$254.00
Financial Analyst 4	\$167.00	Project Manager 5	\$272.00
Financial Analyst 5	\$186.00	Project Manager 6	\$284.00
GIS Specialist 1	\$105.00	Sr. Designer 1	\$178.00
GIS Specialist 2	\$127.00	Sr. Designer 2	\$198.00
GIS Specialist 3	\$150.00	Sr. Designer 3	\$212.00
GIS Specialist 4	\$168.00		
GIS Specialist 5	\$187.00	Sr. Financial Analyst 1	\$210.00
		Sr. Financial Analyst 2	\$230.00
		Sr. Financial Analyst 3	\$250.00
		Technical Expert 1	\$325.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost *1.15
Geotechnical Services	cost *1.30
Out of Pocket Expenses	cost*1.15
Rental Car	cost*1.20
Project Specific Equipment	Negotiable

**These rates are subject to adjustment each year on January 1.*

Position titles are for labor rate grade purposes only

MEMORANDUM



TO: President and Commissioners of the
West Fargo City Commission

FROM: John T. Shockley, City Attorney

DATE: April 3, 2023

RE: City Administrator Hiring Options

I. Introduction

On March 15, 2023, Tina Fisk submitted a letter of resignation to resign as City Administrator for the City of West Fargo (the “City”). The City Commission voted to formally accept the City Administrator’s resignation at the City Commission meeting on March 20, 2023. The City Commission also declared the City Administrator position vacant and directed the City Attorney to prepare a memorandum that addresses the options of the City Commission to hire a new City Administrator.

The purpose of this memorandum is to provide the City Commission with options (and a recommendation) related to the internal/external search for a City Administrator. It is solely intended to provide assistance and guidance, as the City Commission is responsible for making hiring decisions relating to the City Administrator. As the City Attorney, I can assist in navigating the procedural issues and process, but the decision is the City Commission’s decision.

II. Options

1. Continue Operations with Assistant City Administrator and Commence Advertising/Searching for a New City Administrator

The City Commission may choose to continue operations with the Assistant City Administrator and immediately begin the advertising process for a new City Administrator. The City has two (2) options, as set forth in Sections 1(a) and 1(b) below, with regard to advertising for a new City Administrator.

Pursuant to N.D.C.C. § 40-16-02, the Assistant City Administrator was previously appointed as the Deputy Auditor and can sign legal documents on behalf of the City. In addition, the Assistant City Administrator is authorized to perform City Administrator functions in the event of a vacancy in the office of the City Administrator. See West Fargo City Ord. 1-407. Thus, there is no action needed to keep the City administration functioning in the short term.

1(a): Continue operations with Assistant City Administrator and have City's Human Resource Department advertise to fill the position

First, the City's human resources department may advertise to fill the position. This method has some advantages because the City will avoid costs associated with hiring a search firm. The slight disadvantage is that there may be hesitancy in the market place for candidates to apply because of the recent events. If no suitable candidate is found, the process of finding a City Administrator will be prolonged if the City then decides to hire an external search firm. The City may have to devote a significant amount of time to finding, interviewing, and qualifying applicants, when City staff and employees could focus on other areas of concern. Furthermore, the City's human resources department likely does not have the additional time available to devote to the complexity associated with hiring a City Administrator and arranging the process of narrowing down candidates and interviewing finalists.

1(b): Continue operations with Assistant City Administrator and have external search firm assist with hiring a new City Administrator

The City Commission also has the option of hiring an external search firm who will help source, interview, and hire qualified candidates. The advantage of using a search firm is that the City can still structure the hiring process to suit its needs. For example, applicants could meet with City staff and community members. The hiring process can be structured to fit the City's needs as long as applicable labor laws are followed. Recently, the City of Fargo utilized Baker Tilly, an executive recruitment firm, to help with the solicitation process for a new City Administrator. Baker Tilly developed a recruitment brochure highlighting characteristics of an ideal candidate, desired capabilities, and information on required experience, compensation and benefits, and the application and selection process.

By hiring a search firm, any internal candidate that may be successful through this process will have competed for the position and "earned" the promotion through an open recruitment process. A search firm may also have experience with passive candidates – those not actively looking for a new job. An external firm may help find candidates not otherwise on the City's radar. Certainly, the City will incur additional costs by hiring a search firm. The City should also be aware that by utilizing a search firm, the City staff removes itself from the process and staff and the public may feel more confident in the process if undertaken by a third party.

2. Hire an Interim City Administrator

The City Commission may hire an interim City Administrator to provide assistance until a new City Administrator is hired. The advantage of this process is that it gives the City time to do a proper search for a City Administrator. Since the Assistant City Administrator is authorized to perform the City Administrator functions during the vacancy, the City Commission may hire an

interim City Administrator, but does not have to. The City has two (2) options, as set forth in Sections 2(a) and 2(b) below, with regard to hiring an interim City Administrator.

2(a): Appoint existing City employee as the interim City Administrator

First, the City Commission can appoint an existing City employee as the interim City Administrator. This should only be done after the City Commission formally opens the position to interested applicants, interviews staff members who are interested, and takes a public vote. This is advantageous as the City Commission could appoint someone quickly that has an understanding of the needs of the City. The City Commission should be cautious as staff may view the appointed individual with mistrust as the prior City Administrator was liked by City staff. In addition, if two current colleagues apply for the position, the individual who does not get the job may treat the person who got promoted differently. Or, a newly appointed interim City Administrator may have trouble earning respect from former equals.

2(b): Hire an interim City Administrator that is not an existing City employee

The second option is for the City Commission to hire an interim City Administrator that is not an existing City employee. There are services that provide retired administrators who may be able to assist for a short period of time. It helps to have an experienced former administrator involved in the process, who otherwise would not be interested in the full-time position. This generally helps give staff some comfort because of experience. The disadvantage is that the full-time position for the City Administrator is vacant for the short term.

3. Hire a New City Administrator through Internal Recruitment

The City Commission may hire a City Administrator through an internal hiring process. This means an individual from within the existing organization would be hired, promoted, or transferred to fill the vacant position. This is advantageous because hiring time may be reduced significantly. For example, the interview process may be shorter if the City does not need to conduct background checks or other pre-hire checks. Current employees may not need extended onboarding or training when starting a new position as they are in a better position to understand the needs of the City. Hiring internally would also be cost effective and reduce the need for spending on the recruitment process.

The City Commission should be aware that hiring internally will come with challenges. For example, it may create jealousy and conflict among employees. It may also lead to disruptions in operations in other departments of the City. By choosing to advertise internally, this may limit the number of qualified candidates the City Commission has to choose from. It may also raise questions about transparency and whether the position should have been advertised to the public.

III. Recommendation

The City Commission has several options with regard to hiring a new City Administrator. In general, the City Commission can hire an interim City Administrator, who will serve until a full-time City Administrator is appointed; or not hire an interim City Administrator and begin the search for a full-time City Administrator. The City Commission also has the discretion to decide whether it would like to conduct the hiring process internally or through an external search firm.

My recommendation is for the City to proceed under option 1(b) - continuing operations with an Assistant City Administrator and hiring an external search firm to help find qualified candidates. I have experience working through a similar situation with the City of Moorhead, where the City hired Baker Tilly to assist in hiring a new City Manager. Utilizing an external search firm simplified the process but allowed the City of Moorhead to structure the hiring process in a manner that best suited its needs. This will allow the City to focus on other areas of concern and to remove itself from devoting significant time to sourcing, interviewing, and qualifying applicants. Again, my recommendation is solely intended to provide assistance and guidance, as the City Commission is responsible for hiring decisions relating to the City Administrator.